

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM448607

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	12/20/2016
RESUBMIT DOCUMENT ID:	900419286

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEOMETRICS, INC.		12/20/2016	Corporation: MINNESOTA
HERAEUS MEDICAL COMPONENTS LLC		12/20/2016	Limited Liability Company: DELAWARE

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
HERAEUS MEDICAL COMPONENTS LLC	12/20/2016	Limited Liability Company: DELAWARE

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	HERAEUS MEDICAL COMPONENTS LLC
Street Address:	5030 Centerville Road
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55127
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2610436	SELECTIVA
Registration Number:	4096440	NEOMETRICS
Registration Number:	4701138	TRITON
Registration Number:	4782239	ZIPLINE

CORRESPONDENCE DATA

Fax Number:

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: 215-944-9983

Email: Kim.Jessum@Heraeus.com

Correspondent Name: Kim R. Jessum

Address Line 1:	770 Township Line Road
Address Line 2:	Suite 300
Address Line 4:	Yardley, PENNSYLVANIA 19067

NAME OF SUBMITTER:	Kim R. Jessum
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SIGNATURE:	/Kim R. Jessum/
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DATE SIGNED:	10/25/2017
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Total Attachments: 8

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**Office of the Minnesota Secretary of State
Certificate of Merger**

I, Steve Simon, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

Home Jurisdiction and Names of Merging Entities:

MINNESOTA: NEOMETRICS, INC.

MINNESOTA: HERAEUS MEDICAL COMPONENTS LLC

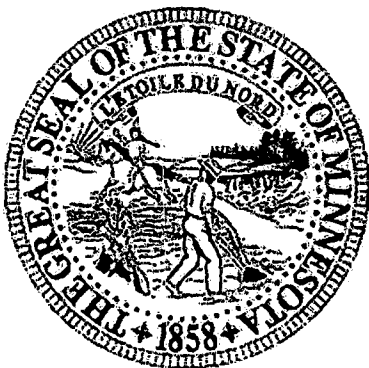
Home Jurisdiction and Name of Surviving Entity:

DELAWARE: HERAEUS MEDICAL COMPONENTS LLC

Name of Surviving Entity after Effective Date of Merger:

HERAEUS MEDICAL COMPONENTS LLC

This certificate has been issued on: 12/20/2016



Steve Simon

Steve Simon
Secretary of State
State of Minnesota

TRADEMARK

REEL: 006172 FRAME: 0383

ARTICLES OF MERGER

OF

NEOMETRICS, INC.
(a Minnesota corporation)

WITH AND INTO

HERAEUS MEDICAL COMPONENTS LLC
(a Delaware limited liability company)

Pursuant to Sections 302A.601 through 302A.651 of the Minnesota Business Corporation Act and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, Neometrics, Inc., a Minnesota corporation, and Heraeus Medical Components LLC, a Delaware limited liability company, adopt the following articles of merger:

1. The plan of merger is attached.
2. The plan of merger has been approved by each constituent pursuant to Chapters 302A.601 through 302A.651 of the Minnesota Business Corporation Act and Title 6, Section 18-209 of the Delaware Limited Liability Company Act.
3. Heraeus Medical Components LLC will be the surviving company of the merger and its name will remain unchanged.
4. Heraeus Medical Components LLC agrees that:

It may be served with process in the state of Minnesota in any proceeding for the enforcement of an obligation of a constituent corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against it.

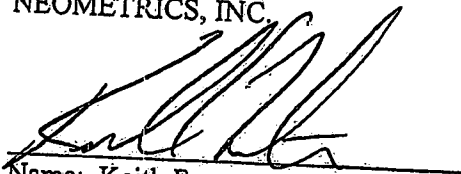
The Minnesota secretary of state is irrevocably appointed as its agent to accept service of process in any proceeding; and the address to which process may be forwarded is 770 Township Line Road, Suite 300, Yardley, PA 19067, Attention: General Counsel.

It will promptly pay to the dissenting shareholders of any corporation organized under the laws of Minnesota which is a party to the merger the amount, if any, to which they are entitled under section 302A.473 of the Minnesota Business Corporation Act.

5. These Articles of Merger, and the merger provided for herein, shall become effective on January 1, 2017, at 12:00 A.M. Central Standard Time.

DATED: December 16, 2016

NEOMETRICS, INC.

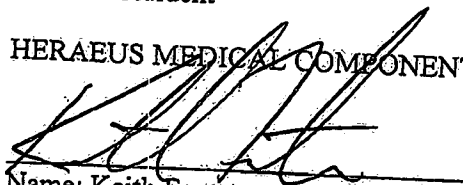


Name: Keith Foerster

Title: President

DATED: December 16, 2016

HERAEUS MEDICAL COMPONENTS LLC



Name: Keith Foerster

Title: President

TRADEMARK

REEL: 006172 FRAME: 0385

MERGER AGREEMENT

This MERGER AGREEMENT (this "Agreement") is executed on December 16, 2016, by and among Heraeus Medical Components LLC, a Delaware limited liability company ("HMCW"), and Neometrics, Inc., a Minnesota corporation ("NMN").

RECITALS

A. NMN and HMCW are involved in a series of corporate transactions among affiliated companies for the purpose of consolidating the businesses of NMN and HMCW.

B. Immediately prior to the merger contemplated under this Agreement, NMN is a corporation wholly owned by HMCW. In the merger contemplated under this Agreement, NMN will merge with and into HMCW, with HMCW continuing as the surviving entity in the merger.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

ARTICLE I. THE MERGER

1.01. THE MERGER. In accordance with Chapters 302A.601 through 302A.651 of the Minnesota Business Corporation Act ("MBCA") and Section 18-209 of the Delaware Limited Liability Company Act ("DLLCA") and subject to, and upon the terms and conditions of, this Agreement, NMN will, at the Merger Effective Time (defined below), be merged with and into HMCW, the separate existence of NMN will cease, and HMCW will continue as the surviving limited liability company of the merger (the "Merger" and HMCW also the "Surviving Company").

1.02. EFFECT OF MERGER. At the Merger Effective Time: (A) the effects of the Merger will be as provided in Chapters 302A.601 through 302A.651 of the MBCA and Section 18-209 of the DLLCA; and (B) all property, rights, privileges, powers and franchises of NMN and HMCW shall vest in the Surviving Company, and all debts, liabilities and duties of NMN and HMCW shall become the debts, liabilities and duties of the Surviving Company.

1.03. EFFECTIVE TIME. As soon as practicable on or after the date hereof, the parties will file: (a) Articles of Merger in the form of Exhibit A to this Agreement effecting the Merger executed in accordance with the relevant provisions of the MBCA, with the Secretary of State of Minnesota; (b) a Certificate of Merger in the form of Exhibit B to this Agreement effecting the Merger executed in accordance with the relevant provisions of the DLLCA, with the Secretary of State of Delaware and will make all other filings or recordings required under the MBCA and DLLCA to effectuate the Merger. The Merger will become effective January 1, 2017, 12:00 AM Central Standard Time (US) (the "Merger Effective Time").

1.04. EFFECT ON SECURITIES. At the Merger Effective Time, by virtue of the

Merger and without any action on the part of HMCW or NMN, the capital stock of NMN issued and outstanding immediately prior to the Merger Effective Time shall be cancelled and cease to exist without any consideration being payable therefor.

1.05. **CERTIFICATE OF FORMATION.** From and after the Merger Effective Time, HMCW's Certificate of Formation as in effect immediately prior to the Merger Effective Time will be the Certificate of Formation of the Surviving Company.

1.06. **OPERATING AGREEMENT.** From and after the Merger Effective Time, the amended and restated limited liability company operating agreement of HMCW as in effect immediately prior to the Merger Effective Time will be the limited liability company operating agreement of the Surviving Company.

1.07. **MANAGERS.** From and after the Merger Effective Time, the managers of HMCW as in effect immediately prior to the Merger Effective Time will be the managers of the Surviving Company until their respective successors are duly elected, appointed and qualified.

1.08. **OFFICERS.** From and after the Merger Effective Time, the officers of HMCW as in effect immediately prior to the Merger Effective Time will be the officers of the Surviving Company until their respective successors are duly elected, appointed and qualified.

1.09. **ADDITIONAL ACTIONS.** Subject to the terms of this Agreement, the parties hereto will take all such reasonable and lawful actions as may be necessary or appropriate in order to effectuate the Merger, which may include the execution of deeds, bills of sale, assignments, and assurances to confirm right, title or interest in any right, property or asset.

ARTICLE II. CONDITIONS OF MERGER

2.01 **CONDITIONS PRECEDENT.** Prior to the Merger Effective Time, no order, statute, rule, regulation, executive order, injunction, stay, decree, judgment or restraining order shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality which prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

3.01. REPRESENTATIONS AND WARRANTIES.

(A) HMCW hereby represents and warrants to NMN:

(1) HMCW is a limited liability company formed under the laws of the State of Delaware and has all requisite power and authority to enter into the Merger and the transactions contemplated hereby.

(2) This Agreement constitutes the valid and binding obligation of the applicable party, enforceable in accordance with its terms.

(B) NMN hereby represents and warrants to HMCW:

(1) NMN is a corporation organized and incorporated under the laws of the State of Minnesota and has all requisite power and authority to enter into the Merger and the transactions contemplated hereby.

(2) This Agreement constitutes the valid and binding obligation of the applicable party, enforceable in accordance with its terms.

ARTICLE IV. TERMINATION

4.01. TERMINATION. This Agreement may be terminated at any time prior to the Merger Effective Time.

ARTICLE V. MISCELLANEOUS

5.01. FURTHER ASSURANCES. Each of the parties hereto shall execute and deliver such documents and other papers and perform such further acts as may be reasonably required, desirable or requested to carry out the provision hereof and the transactions contemplated by this Agreement.

5.02. GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Delaware, irrespective of conflicts of law principles.

5.03. COUNTERPARTS; FACSIMILE. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and a facsimile of this Agreement or of a signature of any party shall be effective as an original.

5.04. AMENDMENTS. This Agreement may be amended or modified and the terms and conditions hereof may be waived by a written instrument signed by the parties hereto. No waiver of any of the provisions of this Agreement and other agreements referred to herein shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

5.05. RECITALS; SCHEDULES. Each and all of the recitals set forth above and the schedules attached hereto are hereby incorporated into this Agreement by reference.

5.06. SUCCESSORS AND ASSIGNS. The rights, title, benefits and obligations of the parties hereto under this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns.

5.07. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in this Agreement is intended to confer upon any person or entity, other than the parties hereto, or their

respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.08. RULES OF CONSTRUCTION. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement. No rules of construction against the drafter of this Agreement shall apply in any interpretation or enforcement of this Agreement, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

5.09. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties relating to the Merger. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties hereto other than as set forth herein.

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

HERAEUS MEDICAL COMPONENTS LLC

By: 

Name: Keith Foerster

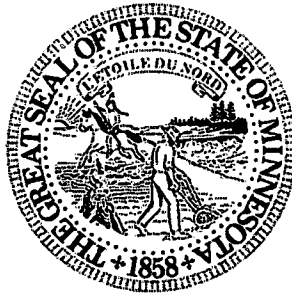
Title: President

NEOMETRICS, INC

By: 

Name: Keith Foerster

Title: President



File Numbers

92225810003

11K-267

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED

12/20/2016 11:59:00 PM

Steve Simon

Steve Simon
Secretary of State