

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500410

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/01/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Symmetry Surgical Vesocclude, LLC		03/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Specialty Surgical Instrumentation, Inc.		
Street Address:	3034 Owen Drive		
City:	Antioch		
State/Country:	TENNESSEE		
Postal Code:	37013		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4932394	SUREGRIP	
Registration Number:	5157047	SYMMETRY VESOCCLUDE	
Registration Number:	4959579	VESOCCLUDE	
Registration Number:	4981915	VESOCCLUDE	
Registration Number:	4963230	VESOCCLUDE MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	6036688567		
<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:	603-668-1400		
Email:	tsullivan@hayes-soloway.com		
Correspondent Name:	Todd A. Sullivan		
Address Line 1:	175 Canal Street		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
NAME OF SUBMITTER:	Todd A. Sullivan		
SIGNATURE:	/todd a. sullivan/		
DATE SIGNED:	12/03/2018		

OP \$140.00 4932394

Total Attachments: 8

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**STATE OF DELAWARE
CERTIFICATE OF MERGER OF A
DOMESTIC LIMITED LIABILITY COMPANY INTO
A FOREIGN CORPORATION**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

First: The name of the surviving Corporation is SPECIALTY SURGICAL INSTRUMENTATION, INC., a Foreign Corporation.

Second: The jurisdiction in which this Corporation was formed is TENNESSEE.

Third: The name of the Limited Liability Company being merged into the Corporation is SYMMETRY SURGICAL VESOCCLUDE, LLC, a Delaware Limited Liability Company.

Fourth: The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

Fifth: The name of the surviving foreign Corporation is SPECIALTY SURGICAL INSTRUMENTATION, INC.

Sixth: An agreement of merger or consolidation is on file at a place of business of the surviving foreign Corporation and the address thereof is 3034 OWEN DRIVE, ANTIOCH, TENNESSEE 37013.

Seventh: A copy of the agreement of merger or consolidation will be furnished by the surviving foreign corporation, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

Eighth: The surviving foreign Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is

3034 OWEN DRIVE, ANTIOCH, TENNESSEE 37013

IN WITNESS WHEREOF, said Foreign Corporation has caused this certificate to be signed by its authorized officer, this 24th day of March, A.D. 2018.

By: 
Authorized Officer

Name: David C. Milne
Print or type

ARTICLES OF CROSS-SPECIES MERGER
OF
SYMMETRY SURGICAL VESOCCLUDE, LLC
WITH & INTO
SPECIALTY SURGICAL INSTRUMENTATION, INC.

FILED

The undersigned, being a duly authorized officer of SPECIALTY SURGICAL INSTRUMENTATION, INC., a Tennessee corporation (the "Surviving Corporation"), desiring to give effect to the merger of SYMMETRY SURGICAL VESOCCLUDE, LLC, a Delaware limited liability company (the "Merging Company"), with and into the Surviving Corporation in compliance with T.C.A. § 48-21, *et seq.* (the "Tennessee Merger Provisions") and Title 6, Section 18-209 of the Delaware Code (the "Delaware Merger Provisions"), hereby sets forth the following facts:

ARTICLE I
SURVIVING CORPORATION

A. The name of the Tennessee corporation surviving the merger is SPECIALTY SURGICAL INSTRUMENTATION, INC., which name has not been changed as a result of the Merger.

B. The Surviving Corporation is a corporation duly organized and in existence under the laws of the State of Tennessee.

ARTICLE II
MERGING CORPORATION

A. The name of the Delaware limited liability company merging into the Surviving Corporation is SYMMETRY SURGICAL VESOCCLUDE, LLC.

B. The Merging Company is a Delaware limited liability company duly organized and in existence under the laws of the State of Delaware.

ARTICLE III
AGREEMENT AND PLAN OF MERGER

The Agreement & Plan of Cross-Species Merger of the Merging Company with and into the Surviving Corporation (the "Plan") is set forth as Exhibit A to these Articles of Merger.

ARTICLE IV
MANNER OF ADOPTION & VOTE

A. Action by the Surviving Corporation:

1. Approval by the Board of Directors: By written consent dated effective as of March 28, 2018, the Board of Directors of the Surviving Corporation adopted resolutions adopting and approving the Plan in accordance with T.C.A. § 48-21-105(b).

2. Approval by the Shareholders: In accordance with T.C.A. § 48-21-105(c), due to the fact that the Surviving Corporation owns more than ninety percent (90%) of the eligible equitable interests of the Merging Company, a foreign subsidiary, and the Surviving Corporation will be the survivor in the Merger, no vote or approval by the shareholders was required.

3. Compliance with Legal Requirements. The manner of the adoption of the Plan constitutes full legal compliance with the provisions of T.C.A. § 48-21-105 and 107, the Articles of Incorporation of the Surviving Corporation, and the By-Laws of the Surviving Corporation.

B. Action by the Merging Company:

1. Approval by the Sole Member: By written consent dated effective as of March 26, 2018, the Sole Member of the Merging Company adopted resolutions adopting and approving the Plan.

2. Compliance with Legal Requirements. The manner of the adoption of the Plan constitutes full legal compliance with the Delaware Merger Provisions, the Articles of Incorporation of the Merging Company, and the Operating Agreement of the Merging Company.

ARTICLE V
EFFECTIVE DATE

Pursuant to T.C.A. § 48-21-107(1) and the terms of the Plan, the effective time of the merger shall be at 12:00 a.m. on April 1, 2018.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Cross-Species Merger effective as of the Effective Date on the date indicated below.

SPECIALTY SURGICAL INSTRUMENTATION, INC.

By: 
David Milne
General Counsel

Date: March 28, 2018

AGREEMENT AND PLAN OF CROSS-SPECIES MERGER
OF
SYMMETRY SURGICAL VESOCCLUDE, LLC
WITH AND INTO
SPECIALTY SURGICAL INSTRUMENTATION, INC.

THIS AGREEMENT AND PLAN OF CROSS-SPECIES MERGER ("Plan of Merger") dated effective the 1st day of April, 2018, by and between SPECIALTY SURGICAL INSTRUMENTATION, INC., a Tennessee corporation (the "Surviving Company"), and SYMMETRY SURGICAL VESOCCLUDE, LLC, a Delaware limited liability company (the "Merging Company") (together with the Surviving Company, the "Parties"), and is entered into pursuant to the provisions of T.C.A. § 48-21, *et seq.* (the "Tennessee Merger Provisions"), and Title 6, Section 18-209 of the Delaware Code (the "Delaware Merger Provisions").

RECITALS

WHEREAS, the Merging Company is a member-managed limited liability company duly formed and existing under the laws of the State of Delaware; and

WHEREAS, the Surviving Company is a corporation duly organized and in existence under the laws of the State of Tennessee; and

WHEREAS, the Surviving Company is the sole member of the Merging Company, owning at least ninety percent (90%) of the outstanding eligible interests of the Merging Company in accordance with the provisions of T.C.A. § 48-21-105; and

WHEREAS the Board of Directors of the Surviving Company and the Surviving Company, as sole member of the Merging Company, desire that the Merging Company be merged with and into the Surviving Company to facilitate the simplification of the administrative processes and other business matters of the Surviving Company and Merging Company; and

WHEREAS, the Board of Directors of the Surviving Company and the Surviving Company, as sole member of the Merging Company, have approved and adopted this Plan of Merger.

NOW, THEREFORE, in consideration of the foregoing and for the purposes of setting forth the terms, conditions, and method of effecting the Merger (defined below), the Merging Company and the Surviving Company hereby agree as follows:

Article 1

THE MERGER AND ITS EFFECTIVE TIME

Section 1.01. The Merger. The Merging Company will merge with and into the Surviving Company in accordance with the applicable laws of the State of Tennessee and the State of Delaware (the "Merger").

Section 1.02. Effective Time. The effective time and date of the Merger shall be 12:00 a.m. on April 1, 2018 (the "Effective Time").

Section 1.03. Survival of the Merger. At the Effective Time, the separate existence of the Merging Company shall cease and the Surviving Company shall survive the Merger and continue to be a Tennessee corporation.

Article 2 Articles of Incorporation

Section 2.01. Articles of Organization of the Surviving Company. On and after the Effective Time, the Articles of Organization of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the Articles of Organization of the Surviving Company (the "Surviving Articles") and shall not be amended in any respect by reason of this Plan of Merger, but shall remain subject to amendment by the Surviving Company in accordance with the applicable laws of the State of Tennessee and the Surviving Articles.

Section 2.02. By-Laws of the Surviving Company. On and after the Effective Time, the By-Laws of the Surviving Company, as in effect immediately prior to the Effective Time, shall constitute the By-Laws of the Surviving Company (the "Surviving By-Laws") and shall not be amended in any respect by reason of this Plan of Merger, shall remain subject to amendment by the Surviving Company in accordance with the applicable laws of the State of Tennessee, the Surviving Articles, and the Surviving By-Laws.

Article 3 Manner of Converting and Canceling Units

Section 3.01. Cancellation of Units of the Merging Company. At the Effective Time, by virtue of the Merger and without any action on the part of the Parties, all Units of the Merging Company shall automatically and by operation of law be canceled, and all certificates evidencing ownership of such shares of the Merging Company, if any, shall be surrendered and canceled and thereafter shall be void and of no effect.

Section 3.02. Issuance of Shares of the Surviving Company. From and after the Effective Time, all shares of the Surviving Company authorized, issued, and outstanding immediately prior to the Effective Time shall constitute the authorized, issued, and outstanding shares of the Surviving Company, and such shares shall not be changed, altered, or modified in any respect by reason of the Merger, subject always to the right of the Surviving Company to so change, alter, or modify its equity structure in accordance with the applicable laws of the State of Tennessee, the surviving Articles, and the Surviving By-Laws.

Article 4 Rights

From and after the Effective time, the Surviving Company shall, without further transfer, succeed to and thereafter possess and enjoy all the public and private rights, privileges, immunities, and franchises, and be subject to all the public and private restrictions, contracts, liabilities, and

duties of each of the Parties; all property (real, personal, and mixed) of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Parties shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act, deed, or other instrument to the fullest extent provided by law; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Parties, shall not revert or be in any way impaired by reason of the Merger.

Article 5
Liabilities

From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Parties shall be preserved unimpaired by the Merger; all debts, liabilities, obligations, and duties (collectively, the "Obligations") of either of the Parties shall become the responsibility and liability of the Surviving Company and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Parties may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in place of the Merging Company in such action or proceeding.

Article 6
Company Acts

From and after the Effective Time, all company acts, plans, policies, arrangements, approvals, and authorizations of the Merging Company, its member, officers, employees, and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, policies, arrangements, approvals, and authorizations of the Surviving Company.

Article 7
Further Documents

If, at any time prior to the Effective Time, the Surviving Company shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Merging Company or otherwise to carry out the purposes of the Merger, then the member of the Surviving Company shall execute and make all such proper assignments or assurances and take such other actions; and any officer of the Surviving Company is hereby authorized, in the name of and on behalf of the Merging Company or otherwise, to do any of the foregoing.

Article 8
Street Address


The Surviving Company address is 3034 Owen Drive, Antioch, Tennessee 37013-2413.

[signature page following]

IN WITNESS WHEREOF, the Surviving Company and the Merging Company have executed and bring into effect this Plan of Merger effective as of the Effective Time, on the respective dates signed below:

Surviving Company


SPECIALTY SURGICAL INSTRUMENTATION, INC.

By: 
David Milne
Assistant Secretary

Date: MARCH 28, 2018

Merging Company

**SYMMETRY SURGICAL VESOCCLUDE, LLC
BY: SPECIALTY SURGICAL INSTRUMENTATION, INC.
AS SOLE MEMBER**

By: 
David Milne
Assistant Secretary

Date: MARCH 28, 2018