

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orsini Pharmaceutical Services, Inc.		12/28/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Orsini Pharmaceutical Services, LLC		
Street Address:	1111 Nicholas Blvd.		
City:	Elk Grove Village		
State/Country:	ILLINOIS		
Postal Code:	60007		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4865212	ORSINI	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	312.476.7558		
Email:	mefdocket@lplegal.com		
Correspondent Name:	Marc E. Fineman		
Address Line 1:	2 N. LaSalle Street		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60602		
ATTORNEY DOCKET NUMBER:	42162-108187		
NAME OF SUBMITTER:	Marc E. Fineman		
SIGNATURE:	/Marc E. Fineman/		
DATE SIGNED:	01/09/2019		
Total Attachments: 10			
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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ORSINI PHARMACEUTICAL SERVICES, INC.", AN ILLINOIS CORPORATION,

WITH AND INTO "ORSINI PHARMACEUTICAL SERVICES, LLC" UNDER THE NAME OF "ORSINI PHARMACEUTICAL SERVICES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2018, AT 11:02 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

6815503 8100M
SR# 20188436620

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202011197
Date: 01-03-19

TRADEMARK
REEL: 006520 FRAME: 0725

**Certificate of Merger of a Foreign Corporation
into a Domestic Limited Liability Company**

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

First: The name of the surviving Limited Liability Company is _____
Orsini Pharmaceutical Services, LLC, a Delaware Limited Liability Company.

Second: The name of the Corporation being merged into this surviving Limited
Liability Company is Orsini Pharmaceutical Services, Inc.
The jurisdiction in which this Corporation was formed is Illinois.

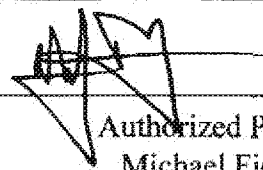
Third: The Agreement of Merger has been approved and executed by both entities.

Fourth: The name of the surviving Limited Liability Company is _____
Orsini Pharmaceutical Services, LLC.

Fifth: The executed agreement of merger is on file at _____
1111 Nicholas Blvd., Elk Grove Village, Illinois 60007,
the principal place of business of the surviving Limited Liability Company.

Sixth: A copy of the agreement of merger will be furnished by the surviving Limited
Liability Company on request, without cost, to any member of the Limited Liability
Company or any person holding an interest in any other business entity which is to merge
or consolidate.

IN WITNESS WHEREOF, said Limited Liability Company has caused this certificate
to be signed by an authorized person, this 28th day of December, A.D., 2018.

By: _____

Name: _____
Authorized Person
Michael Fieri
Print or Type

FORM **BCA 11.39** (rev. Dec. 2003)
ARTICLES OF MERGER
BETWEEN ILLINOIS CORPORATIONS
AND LIMITED LIABILITY COMPANIES
 Business Corporation Act

FILED

DEC 31 2018

JESSE WHITE
SECRETARY OF STATE

Secretary of State
 Department of Business Services
 501 S. Second St., Rm. 350
 Springfield, IL 62756
 217-782-6961
 www.cyberdriveillinois.com

Remit payment in the form of a
 check or money order payable
 to Secretary of State.

The filing fee is \$100, but if merger
 involves more than two corporations,
 submit \$50 for each additional corporation.

File # 63335525 Filing Fee: \$ 100⁰⁰ Approved: WR

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

1. Names of Corporations and Limited Liability Companies proposing to merge and State or Country of organization or incorporation:

Name of Corporation or Limited Liability Company	State or Country of Organization/Incorporation	Corporation File Number
<input checked="" type="checkbox"/> ORSINI PHARMACEUTICAL SERVICES, INC.	ILLINOIS	63335525 <i>N.S.</i>
<input checked="" type="checkbox"/> ORSINI PHARMACEUTICAL SERVICES, LLC	DELAWARE	<i>06593186 Q.S.</i>
_____	_____	_____
_____	_____	_____

2. The laws of the state or country under which each Corporation and Limited Liability Company are organized, permit such merger.

3. a. Name of Surviving Party: ORSINI PHARMACEUTICAL SERVICES, LLC

b. Corporation or Limited Liability Company shall be governed by the laws of: DELAWARE

For more space, attach additional sheets of this size.

4. Plan of merger is as follows:
 SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

5. Plan of merger was approved, as to each Limited Liability Company, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

Mark an "X" in one box only for each Illinois Corporation.

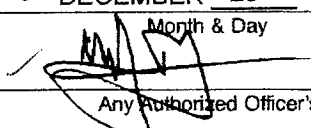
Name of Corporation:	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10. (§11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with §7.10 and §11.20.
Orsini Pharmaceutical Services, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Not applicable if survivor is an Illinois Corporation or an Illinois Limited Liability Company.

It is agreed that, upon and after the filing of Articles of Merger by the Secretary of State of the State of Illinois:

- a. The surviving Limited Liability Company may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving Limited Liability Company.
- b. The Secretary of State of the State of Illinois shall be and is hereby irrevocably appointed as the agent of the surviving Limited Liability Company to accept service of process in any such proceedings, and
- c. The surviving Limited Liability Company will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. a. The undersigned Corporations have caused this statement to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

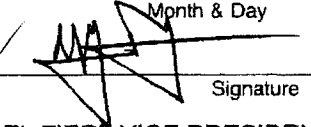
Dated DECEMBER 28, 2018 ORSINI PHARMACEUTICAL SERVICES, INC.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
MICHAEL FIERI, VICE PRESIDENT
Name and Title (type or print)

Dated _____, _____
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature

Name and Title (type or print)

7. b. The undersigned Limited Liability Companies have caused this statement to be signed by their duly authorized person, who affirms, under penalties of perjury, that the facts stated herein are true and correct. **All signatures must be in BLACK INK.**

Dated DECEMBER 28, 2018 ORSINI PHARMACEUTICAL SERVICES, LLC
Month & Day Year Exact Name of Limited Liability Company
 
Signature
MICHAEL FIERI, VICE PRESIDENT OF THE MEMBER
Name and Title (type or print)

Dated _____, _____
Month & Day Year Exact Name of Limited Liability Company

Signature

Name and Title (type or print)

EXHIBIT A

PLAN AND AGREEMENT OF MERGER
of
ORSINI PHARMACEUTICAL SERVICES, INC.
(an Illinois corporation)
and
ORSINI PHARMACEUTICAL SERVICES, LLC
(a Delaware limited liability company)

Pursuant to Section 11.39 of the Illinois Business Corporation Act of 1983, as amended and pursuant to Section 18-209 of the Delaware Limited Liability Company Act, as amended

THIS PLAN AND AGREEMENT OF MERGER (this "Agreement") is made and entered into as of December 28, 2018 by and between ORSINI PHARMACEUTICAL SERVICES, INC., an Illinois corporation ("Merging Entity"), and ORSINI PHARMACEUTICAL SERVICES, LLC, a Delaware limited liability company ("Surviving Entity") (Merging Entity and Surviving Entity are sometimes hereinafter collectively referred to as the "Constituent Entities").

RECITALS

WHEREAS, Surviving Entity was organized as a Delaware limited liability company pursuant to Certificate of Formation filed with the Delaware Secretary of State on March 26, 2018; the registered office of Surviving Entity in Delaware is located at 251 Little Falls Drive, Wilmington, Delaware 19808; Corporation Service Company is the registered agent of Surviving Entity.

WHEREAS, Merging Entity was incorporated as an Illinois corporation pursuant to Articles of Incorporation filed with the Illinois Secretary of State on January 30, 2004; the registered office of Merging Entity in Illinois is located at 1107 Nicholas Boulevard, Elk Grove Village, Illinois 60007; Tony Orsini is the registered agent of Merging Entity.

WHEREAS, the Constituent Entities, the member of Surviving Entity and the shareholders and board of directors of Merging Entity deem it advisable and to the advantage, welfare and best interest of the Constituent Entities that Merging Entity be merged with and into Surviving Entity under and pursuant to the provisions of the Delaware Limited Liability Company Act, as amended (the "LLC Act") and the Illinois Business Corporation Act of 1983, as amended (the "BCA") (the LLC Act and the BCA are hereinafter collectively referred to as the "Acts").

WHEREAS, the member of Surviving Entity and the shareholders and board of directors of Merging Entity have approved this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions, covenants and grants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do, by these presents, agree to and prescribe the terms and conditions of the Merger (as defined below), and the mode of carrying the same into effect, which terms and conditions and mode of carrying the same into effect said parties hereto deem necessary, and the parties hereto do mutually and severally agree and covenant to observe, keep and perform, that is to say:

Article 1
The Merger

1.1 The Merger.

(a) Upon the terms and subject to the conditions hereof, and in accordance with Section 18-209 of the LLC Act and Section 11.39 of the BCA, Merging Entity shall be and hereby is merged with and into Surviving Entity (the "Merger") at the Effective Time (as defined below).

(b) From and after the Effective Time, the separate existence of Merging Entity shall cease, and Surviving Entity shall continue as the surviving entity (the "Surviving Entity") and shall succeed to and assume all of the rights and obligations of Merging Entity in accordance with this Agreement and the Acts.

1.2 Effective Time. The Merger shall become effective when Articles of Merger (the "Articles of Merger") are filed with the Secretary of State of the State of Illinois and the Certificate of Merger the "Certificate of Merger") is filed with the Secretary of State of Delaware (collectively, the "Merger Filings"), in such form as is required by, and executed in accordance with the relevant provisions of, the Acts. The term "Effective Time" shall mean the date on which the Merger Filings are accepted for filing.

1.3 Effects of the Merger. At the Effective Time, the Merger shall have the effects set forth in this Agreement, in Section 18-209 of the LLC Act and in Section 11.50 of the BCA. Without limiting the generality of the foregoing, and subject thereto, by virtue of the Merger and without any further action by any Constituent Entity:

(a) The name of the Surviving Entity shall continue to be "Orsini Pharmaceutical Services, LLC."

(b) The identity, existence, franchises, rights and immunities of Surviving Entity shall continue unaffected and unimpaired. Surviving Entity shall possess the powers, privileges and rights granted by and shall be governed by and subject to this Agreement and the LLC Act.

(c) The Certificate of Formation of Surviving Entity (the "Certificate of Formation") as in effect immediately prior to the Effective Time shall be and constitute the Certificate of Formation of the Surviving Entity and shall continue in full force and effect until thereafter properly amended or changed as provided therein or by applicable law. To the extent that the Certificate of Merger is inconsistent with the Surviving Entity's Certificate of Formation, the Certificate of Merger shall operate as an amendment to the Surviving Entity's Certificate of Formation.

(d) The Operating Agreement of Surviving Entity as in effect immediately prior to the Effective Time shall constitute the Operating Agreement of the Surviving Entity and shall continue in full force and effect until thereafter properly amended or changed as provided therein or by applicable law.

(e) The Member of Surviving Entity immediately prior to the Effective Time shall be and constitute the Member of the Surviving Entity, until its respective successor is duly elected or appointed and qualified or until its earlier dissolution, resignation or removal, as the case may be.

(f) The name and organization of Merging Entity, except insofar as the same are continued by statute (or transferred to or retained by Surviving Entity), shall cease.

(g) The Surviving Entity's principal place of business shall continue to be located at 1111 Nicholas Boulevard, Elk Grove Village, Illinois 60007 (the "Place of Business").

(h) This Agreement shall be on file at the Surviving Entity's Place of Business.

(i) A copy of this Agreement shall be furnished by the Surviving Entity on request and without cost to any person holding an interest in either of the Constituent Entities.

(j) Each and every right, privilege, power and franchise, and each and every other interest of each of the Constituent Entities, shall be thereafter as fully and effectually the property of Surviving Entity as they were the properties of each of the Constituent Entities; provided, however, that all rights of creditors and all liens upon any property of the parties hereto, and title to any real estate, whether by deed or otherwise, vested in Surviving Entity shall not revert or be in any way impaired by reason of the Merger, and shall be preserved unimpaired; and all rights of creditors, debts, liabilities and duties of Merging Entity thereafter shall attach to Surviving Entity and may be enforced against it to the same extent as if said rights of creditors, debts, liabilities and duties had been incurred or contracted by Surviving Entity.

1.4 Conversion of Securities. Since all of the issued and outstanding shares of capital stock of the Merging Entity and all of the membership interests of the Surviving Entity are held by the same owner, and since all of said shares owned by said owner are identical, as of the Effective Time, by virtue of the Merger and without any further action, each issued and outstanding share of capital of stock of Merging Entity shall be cancelled and no cash, securities or other property shall be issued in exchange therefor.

Article 2 General provisions

2.1 Amendment. This Agreement may not be amended except by an instrument in writing signed by or on behalf of each of the parties prior to the Effective Time.

2.2 Termination.

(a) Notwithstanding the approval of this Agreement by the member of Surviving Entity and the shareholders and directors of Merging Entity, this Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by the member of Surviving Entity and the shareholders and directors of Merging Entity.

(b) In the event of the termination of this Agreement and the abandonment of the Merger as provided in Section 2.2(a), this Agreement shall forthwith become null and void and there shall be no liability hereunder on the part of either of the Constituent Entities or their respective managers, members, directors, officers or shareholders.

2.3 Further Assurances. If at any time after the Effective Time the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the Constituent Entities, or (b) otherwise to carry out fully the purposes of this Agreement, the Surviving Entity and its proper members or its designees shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Entities, all such deeds, bills of sale, assignments and assurances and to do, in the name and on behalf of either Constituent Entity, all such

other acts and things necessary, desirable or proper to vest, perfect or confirm the Surviving Entity's right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such Constituent Entities and otherwise to carry out fully the purposes of this Agreement.

2.4 Required Approval. This Agreement has been duly adopted in accordance with the LLC Act and the BCA.

2.5 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

2.6 Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning, construction or interpretation of this Agreement.

2.7 Execution in Counterparts; Effectiveness. This Agreement may be executed in any number of original or facsimile counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the parties, it being understood that the parties need not sign the same counterpart.

2.8 Governing Law. This Agreement shall be governed by, and construed in accordance with, the substantive laws (without regard to any choice of law or conflict of law rules) of the State of Delaware.

2.9 Entire Agreement; Integration. This Agreement constitutes the entire agreement and understanding, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

[Signatures on the Following Page]

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

MERGING ENTITY:

ORSINI PHARMACEUTICAL SERVICES, INC.

By: _____
Michael Fieri, Vice President

SURVIVING ENTITY:

ORSINI PHARMACEUTICAL SERVICES, LLC

By: OPS HOLDINGS, INC., its member

By: _____
Michael Fieri, Vice President

[Signature Page to Plan and Agreement of Merger]