

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM824830

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|---|--------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 06/30/2017 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Berkeley HeartLab LLC | | 05/23/2017 | Limited Liability Company: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Celera Corporation | | |
| Street Address: | 3 Giralda Farms | | |
| City: | Madison | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07940 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2571576 | 4MYHEART | |
| Registration Number: | 2736658 | 4MYHEART | |
| Registration Number: | 2922802 | HDL S10GGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | colleen.brennan@bakermckenzie.com | | |
| Correspondent Name: | David J. Davis | | |
| Address Line 1: | 300 East Randolph Street, Suite 5000 | | |
| Address Line 2: | Baker & McKenzie LLP | | |
| Address Line 4: | Chicago, ILLINOIS 60601 | | |
| NAME OF SUBMITTER: | David J. Davis | | |
| SIGNATURE: | /david j. davis/ | | |
| DATE SIGNED: | 07/17/2023 | | |
| Total Attachments: 6 | | | |
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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:

"BERKELEY HEARTLAB, LLC", A CALIFORNIA LIMITED LIABILITY COMPANY,

WITH AND INTO "CELERA CORPORATION" UNDER THE NAME OF "CELERA CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2017, AT 3:14 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF JUNE, A.D. 2017 AT 11:59 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

4509359 8100M
SR# 20174974212

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

Authentication: 202798242
Date: 06-28-17

TRADEMARK
REEL: 008135 FRAME: 0190

CERTIFICATE OF MERGER

Pursuant to Title 8, Section 264 of the Delaware General Corporation Law, the undersigned corporation executed this Certificate of Merger.

FIRST: The name of each constituent entity is Berkeley HeartLab, LLC, a California limited liability company and Celera Corporation, a Delaware corporation.

SECOND: An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Title 8, Section 264 of the Delaware General Corporation Law as attached hereto as Exhibit A.

THIRD: The name of the surviving corporation is Celera Corporation, a Delaware corporation.

FOURTH: The certificate of incorporation of the surviving corporation shall be its certificate of incorporation.

FIFTH: The merger is to become effective at 11:59 p.m. on June 30, 2017.

SIXTH: The executed Agreement of Merger is on file at an office of the surviving corporation at 3 Giralda Farms, Madison, NJ 07940.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of any constituent corporation or any member of any constituent limited liability company.

IN WITNESS WHEREOF, the surviving corporation has caused this certificate to be signed by an authorized officer, this 23rd day of May, 2017.

Celera Corporation

By: 
Robert J. McGuirk
Vice President

Exhibit A

RESOLVED, that the Board of Directors hereby approves the Agreement of Merger by and between the Corporation and Berkeley HeartLab, LLC (the "Agreement of Merger") in the form attached hereto as Annex A and declares its advisability.

RESOLVED, that the Agreement of Merger be submitted to the sole stockholder of the Corporation for approval and that upon receiving the written consent of such stockholder approving the proposed merger, the Agreement of Merger shall be approved.

RESOLVED, that the President, any Vice President and Secretary of the Corporation be and he or she is hereby directed to make, execute and acknowledge, in the name and under the corporate seal of the Corporation, the Agreement of Merger, and to execute and deliver such other documents and do all acts and things whatsoever, which may be in anywise necessary or proper to effectuate the purpose and intent of the resolutions related to the merger.

RESOLVED, that the officers of the Company be, and hereby are authorized and directed to take such action and to file with the applicable state agencies and, where appropriate, to execute such certificates and other documents and instruments, as such officers, in their discretion, shall deem necessary or appropriate to consummate the merger contemplated by the Agreement of Merger and effectuate the foregoing resolutions and such documents being deemed approved by the Company and by the sole member of the Board of Directors in the form filed and/or executed.

AGREEMENT OF MERGER

This Agreement of Merger made and entered into on the 23rd day of May, 2017, by and between Celera Corporation, a Delaware corporation ("Celera"), and Berkeley HeartLab, LLC, a California limited liability company ("Berkeley").

WHEREAS, Celera is a corporation organized and existing under the laws of the State of Delaware, and Berkeley is a limited liability company organized and existing under the laws of the State of California; and

WHEREAS, the aggregate number of shares which Celera has authority to issue is one thousand (1,000); and

WHEREAS, the Board of Directors of Celera and the sole member of Berkeley deem it advisable that Berkeley be merged into Celera on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Delaware and State of California, respectively, which permit such merger.

NOW THEREFORE, in consideration of the premises and the agreements, covenants and provisions hereinafter contained, Celera and Berkeley, by their Board of Directors and sole member, respectively, have agreed and do hereby agree, each with the other, that Berkeley shall be merged with and into Celera, in accordance with the Plan of Merger attached hereto as Exhibit A.

IN WITNESS WHEREOF, Berkeley and Celera, pursuant to the approval and authority duly given by resolutions adopted by their Board of Directors and sole member, respectively, have caused this Agreement of Merger to be executed by an authorized officer of each party hereto.

Celera Corporation

Berkeley HeartLab, LLC

By: Robert J. McGuirk
Robert J. McGuirk
Vice President

By: Celera Corporation
By: Robert J. McGuirk
Robert J. McGuirk
Vice President

By: William J. O'Shaughnessy, Jr.
William J. O'Shaughnessy, Jr.
Secretary

By: William J. O'Shaughnessy, Jr.
William J. O'Shaughnessy, Jr.
Secretary

**PLAN OF MERGER
OF
BERKELEY HEARTLAB, LLC
INTO
CELERA CORPORATION**

This Plan of Merger sets forth the terms under which Berkeley HeartLab, LLC (“Berkeley”), a limited liability company organized under the laws of California will merge (the “Merger”), with and into Celera Corporation (“Celera”), a corporation organized under the laws of Delaware.

1. Effective Time. The Merger shall become effective (the “Effective Time”) at 11:59 p.m. on June 30, 2017.
2. Surviving Corporation. Celera shall be the Surviving Corporation in the Merger and at the Effective Time the separate existence of Berkeley shall cease.
3. Certificate of Incorporation of the Surviving Corporation. The Certificate of Incorporation of Celera as in effect immediately prior to the Effective Time shall, until thereafter amended, be the Certificate of Incorporation of the Surviving Corporation.
4. By-Laws of the Surviving Corporation. The By-Laws of Celera as in effect immediately prior to the Effective Time, shall, until thereafter amended, be the By-Laws of the Surviving Corporation.
5. Directors of the Surviving Corporation. The Directors of the Surviving Corporation shall be the Directors of Celera immediately prior to the Effective Time, until their respective successors are duly elected and qualified.
6. Officers of the Surviving Corporation. The Officers of the Surviving Corporation shall be the Officers of Celera immediately prior to the Effective Time, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified.
7. Conversion of Shares and Interests. At the Effective Time, by virtue of the Merger and without any action the part of the holders thereof:
 - (i) Each limited liability interest of Berkeley issued and outstanding immediately prior to the Effective Time shall be canceled and no consideration shall be issued in respect thereof.
 - (ii) Each outstanding share of common stock of Celera issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding at the Effective Time and are not affected by the Merger.

8. Rights and Liabilities of the Surviving Corporation. At and after the Effective Time, the Surviving Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of Celera and Berkeley; all debts due to Berkeley shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of Berkeley shall be effectively the property of the Surviving Corporation as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in Berkeley, shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of Berkeley shall be preserved unimpaired, limited to the property affected by such lien at the Effective Time of the Merger; and all debts, liabilities, and duties of Berkeley shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

9. Further Actions. The proper officers of Celera and Berkeley are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the Merger.

10. Effect of Merger. The effect of the Merger and the effective date of the Merger are as prescribed by law.

11. Service of Process. Celera agrees that it may be served in the State of California in a proceeding for the enforcement of an obligation of Berkeley, and in a proceeding to enforce the rights of any holder of a dissenting interest in Berkeley, and irrevocably appoints the Secretary of State of California as its agent for service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the Surviving Corporation at Quest Diagnostics, c/o General Counsel, 3 Giralda Farms, Madison, NJ 07940. Celera also agrees that it will promptly pay the holder of any dissenting interest in Berkeley the amount to which that person is entitled under California law.