

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM157954

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOLLISTER- STIER LABORATORIES LLC		01/09/2011	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Jubilant HollisterStier LLC		
<b>Street Address:</b>	3525 N Regal St.		
<b>City:</b>	Spokane		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	99224		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1250145	VENOMIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198541401		
<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>			
<b>Phone:</b>	9198541400		
<b>Email:</b>	swarren@myersbigel.com		
<b>Correspondent Name:</b>	Sara E. Warren		
<b>Address Line 1:</b>	4130 Parklake Ave.		
<b>Address Line 2:</b>	Suite 250		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27612		
<b>ATTORNEY DOCKET NUMBER:</b>	9774.16		
<b>NAME OF SUBMITTER:</b>	SARA WARREN		
<b>SIGNATURE:</b>	SARA WARREN		
<b>DATE SIGNED:</b>	02/28/2024		
<b>Total Attachments: 33</b>			
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# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "JUBILANT HOLLISTERSTIER LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE EIGHTEENTH DAY OF FEBRUARY, A.D. 1999, AT 1:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "HOLLISTER-STIER ALLERGY LABORATORY LLC" TO "HOLLISTER-STIER LABORATORIES LLC", FILED THE TWENTY-FOURTH DAY OF FEBRUARY, A.D. 1999, AT 3:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE SIXTEENTH DAY OF AUGUST, A.D. 2007, AT 5:39 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "HOLLISTER-STIER LABORATORIES LLC" TO "JUBILANT HOLLISTERSTIER LLC", FILED THE THIRTEENTH DAY OF JANUARY, A.D. 2011, AT 3:22 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "JUBILANT HOLLISTERSTIER



3006496 8100H

121169353

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 9945917

DATE: 10-26-12

TRADEMARK  
REEL: 008356 FRAME: 0360

# Delaware

PAGE 2

*The First State*

LLC".



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121169353

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
**AUTHENTICATION: 9945917**

**DATE: 10-26-12**

**TRADEMARK**  
**REEL: 008356 FRAME: 0361**

FROM CORPORATION TRUST-DOVER, DE 302-674-8340 (THU) 2.18'99 15:15/ST. 15:48

STATE OF DELAWARE  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
FILED 01:30 PM 02/18/1999  
991063491 - 3006496

**CERTIFICATE OF FORMATION  
OF  
HOLLISTER-STIER ALLERGY LABORATORY LLC**

This Certificate of Formation is being executed as of February 18, 1999, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act. The undersigned, being duly authorized to execute and file this Certificate, does hereby certify as follows:

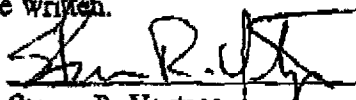
**ARTICLE 1. NAME**

The name of the limited liability company is Hollister-Stier Allergy Laboratory LLC (the "Company").

**ARTICLE 2. REGISTERED OFFICE AND  
REGISTERED AGENT**

The Company's registered office in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The registered agent of the Company for service of process at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the day and year first above written.

  
\_\_\_\_\_  
Steven R. Yentzer  
AUTHORIZED PERSON

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF FORMATION  
OF  
HOLLISTER-STIER ALLERGY LABORATORY LLC**

This Certificate of Amendment is being executed as of February 23, 1999 for the purpose of amending the Certificate of Formation of Hollister-Stier Allergy Laboratory LLC pursuant to the Delaware Limited Liability Company Act. The undersigned, being duly authorized to execute and file this Certificate, does hereby certify as follows:

1. The name of the limited liability company is Hollister-Stier Allergy Laboratory LLC.
2. Article 1 of the Certificate of Formation is hereby amended to read as follows:  

The name of the limited liability company is Hollister-Stier Laboratories LLC (the "Company")."
3. This Certificate of Amendment shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Amendment as of the day and year first above written.

WINDWARD CAPITAL GP II, LLC

By Pete S. Macdonald  
Peter S. Macdonald, Managing Director

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 03:30 PM 02/24/1999  
991072381 - 3006496

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Hollister-Stier Laboratories LLC
  
2. The Certificate of Formation of the limited liability company is hereby amended as follows: Strike out the statement relating to the limited liability company's registered office and registered agent and substitute in lieu thereof the following statement:  
"The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808."

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 8th day of August, A.D. 2007.

By:   
Authorized Person(s)

Name: Richard Freeman, CFO  
Print or Type

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:34 PM 01/13/2011  
FILED 03:22 PM 01/13/2011  
SRV 110041749 - 3006496 FILE

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF FORMATION  
OF  
HOLLISTER-STIER LABORATORIES LLC**

This Certificate of Amendment is being executed as of January 9, 2011 for the purpose of amending the Certificate of Formation of Hollister-Stier Laboratories LLC pursuant to the Delaware Limited Liability Company Act. The undersigned, being duly authorized to execute and file this Certificate, does hereby certify as follows:

1. The name of the limited liability company is Hollister-Stier Laboratories LLC.
2. Article 1 of the Certificate of Formation is hereby amended to read as follows:  

The name of the limited liability company is Jubilant HollisterStier LLC (the "Company").
3. The Certificate of Amendment shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on the 9th day of January, 2011.

**HOLLISTER-STIER LABORATORIES LLC**

By   
Name: R. Sankaraiah  
Title: Manager





**HOLLISTER-STIER LABORATORIES LLC**  
**SECOND AMENDED AND RESTATED**  
**LIMITED LIABILITY COMPANY AGREEMENT**

**May 31, 2007**

The limited liability company interests created by this Agreement have not been registered under the Securities Act of 1933, as amended, or under the state Blue Sky statutes in the various states where the interest may be offered, and may not be sold, transferred, pledged or hypothecated in the absence of an effective registration statement under said Act or the applicable state Blue Sky statutes or satisfactory assurances to the Company that such registration is not required. In addition, the sale or transfer of any interest in the Company must be made in accordance with the provisions of this Agreement. In view of these restrictions, the purchaser of any interest in the Company must be prepared to bear the economic risk of the investment for an indefinite period of time.

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## LIMITED LIABILITY COMPANY AGREEMENT

THIS SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of HOLLISTER-STIER LABORATORIES LLC is made and entered into as of May 31, 2007 by and among HOLLISTER-STIER LABORATORIES LLC (the "Company"), a Delaware limited liability company and HSL HOLDINGS INC. a Delaware corporation ("HSL").

### RECITALS

A. On February 18, 1999, the Company was formed pursuant to the terms of the Limited Liability Company Agreement entered into as of such date between the Company and the Initial Member (the "Original Agreement") and the filing of the Certificate of Formation of Hollister-Stier Allergy Laboratory LLC with the Office of the Secretary of State of the State of Delaware.

B. In 1999 the Original Agreement was restated in its entirety (the "Restated Agreement") to reflect the recapitalization of the Company, the admission of Holdings as a Member and the withdrawal of the Initial Member.

C. On the date hereof, Holdings transferred all of its membership Interests in the Company to HSL and the managers under the Restated Agreement admitted HSL as a Substitute Member pursuant to Section 9.2 thereof.

D. The parties desire to amend and restate the Restated Agreement, pursuant to Section 13.4 of the Restated Agreement to reflect the admission of HSL as a member.

NOW, THEREFORE, inconsideration of the mutual promises provided herein, the parties agree to be following:

### ARTICLE I. DEFINITIONS; INTERPRETATION

#### 1.1 Definitions

As used in this Agreement, the following terms shall have the following meanings:

"Act" means the Delaware Limited Liability Company Act, as amended from time to time.

"Affiliate" means, with respect to any Person (herein, the "first party"), any other Person that directly or indirectly controls, or is controlled by or is under common control with, such first party. The term "control" as used herein (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to (a) vote 10% or more of the outstanding voting securities of such Person or (b) otherwise direct the management policies of such Person by contract or otherwise. An Affiliate of a Member shall also include any Person that is an officer, director or trustee of such Member.

"Agreement" means this Second Amended and Restated Limited Liability Company Agreement of Hollister-Stier Laboratories LLC, as it may be amended from time to time.

"Available Cash" means, with respect to the Company for any period of determination, all funds of the Company on hand or in bank accounts of the Company as, in the discretion of the Board, is available for distribution to the Members after provision has been made for (a) payment of all operating expenses of the Company as of such time, (b) payment of all outstanding and unpaid current obligations of the Company as of such time, and (c) such reserves as the Board, in its, sole discretion, deems necessary or appropriate for Company operations.

"Board" means the Board of Managers of the Company.

"Certificate" means the Certificate of Formation of the Company filed in the Office of the Secretary of State of Delaware, as amended from time to time.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means Hollister-Stier Laboratories LLC, the limited liability company formed pursuant to the Certificate.

"Holdings" means Hollister-Stier Holdings, LLC, a Delaware limited liability company.

"Initial Member" means Winward Capital GP II LLC.

"Interest" means the entire ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member is entitled as provided in this Agreement, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

"Majority Vote of the Members" means the affirmative vote of Members holding more than 50 percent of the Units at the time of determination thereof.

"Managers" means those Persons appointed to the Board as provided in Section 6.2.

"Member" means each party to this Agreement and any other Person that acquires one more Units in the Company and is admitted to the Company as a Member pursuant to Article 3 or a Substitute Member admitted to the Company as a member pursuant to Section 9.2.

"Officer" means a Person appointed by the Board pursuant to Section 7.1 to implement the management decisions of the Board and handle the day-to-day operational affairs of the Company.

"Percentage Interest" means, with respect to a Member, the number of Units owned by the Member compared to the number of Units owned by all Members, expressed as a percentage.

"Person" means any individual, corporation, partnership, limited liability company, trust, association or other entity or organization, including any governmental or political subdivision or any agency or instrumentality thereof.

"Substitute Member" means a person admitted pursuant to Section 9.2 as the successor to all the rights of a Member, with respect to all or any part of such Member's Interest.

"Transfer" means any direct or indirect sale, assignment, mortgage, lien, transfer, pledge, gift, hypothecation or other disposition of or transfer of Interests.

"Unit" means an Interest in the Company originally issued by the Company pursuant to the terms of Article 3.

## **1.2 Interpretation**

This Agreement shall be interpreted and construed according to the following conventions:

- (a) "Includes" or "including" means "including, without limitation."
- (b) Titles or captions of Articles or Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.
- (c) Accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied.

## **ARTICLE II. GENERAL PROVISIONS**

### **2.1 Formation of Limited Liability Company**

The Company was formed as a limited liability company under the laws of the State of Delaware on the filing of the Certificate.

### **2.2 Principal Place of Business; Registered Agent for Process**

(a) The principal office of the Company shall be at N. 3525 Real Street, Spokane, Washington 99207 or such other office the Board may, in its sole discretion, designate from time to time.

(b) The registered office of the Company in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The registered agent of the Company to accept service of process is The Corporation Trust Company, whose address is 1209 Orange Street, Wilmington, Delaware 19801.

### **2.3 Addresses of Members**

The address of each Member is set forth on Exhibit A to this Agreement. If, after admission to the Company as a Member, a Member changes its name or address, the Member shall promptly notify the Board, and the Board shall cause the Company's records to be updated to reflect the change.

### **2.4 Registered Agent**

The Company's registered office in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The registered agent of the Company for service of process at such address is the Corporation Trust Company.

## **ARTICLE III. CAPITAL; ADMISSION OF MEMBERS**

### **3.1 One Class of Units**

There shall be one class of Units in the Company, which entitles the Member owning such Units to the rights set forth herein, subject to the obligations set forth herein.

### **3.2 Unit Issuances**

As of the date hereof, the Company has issued to Holdings, 1,000 Units, which Holdings has sold and transferred to HSL (as assignee of Clinsys Holdings, Inc. pursuant to a certain Assignment and Assumption Agreement) pursuant to the Unit Purchase Agreement dated as of April 24, 2007 between Holdings, the Company, Clinsys Holdings, Inc. and Jubilant Pharma PTE. Ltd.

### **3.3 Issuance of Additional Units**

The Company may issue additional Units in the Company to such Persons and on such terms as the Board shall determine.

### **3.4 Admission of Additional Members**

A Person who purchases Units in the Company pursuant to Section 3.3 shall be admitted to the Company as a Member.

### **3.5 Procedures for Issuance of Additional Units and Admission of Additional Members**

To effect the issuance of additional Units in the Company and the admission of a Person to the Company as a Member, the Board shall require the Person who is to acquire such Units and be admitted to the Company to execute and deliver a purchase agreement in a form approved by the Board that includes such Person's agreement to be bound by the terms and conditions of this Agreement, and that specifies the Person's date of admission, name and address, number of Units acquired and capital contribution therefor.



### **3.6 Rights Regarding Capital Contributions**

(a) No Member shall be entitled to interest on any capital contributed to the Company, and no Member shall have the right to withdraw or to demand the return of all or any part of any capital contributed by it to the Company, except as specifically provided in this Agreement.

(b) No Member shall have personal liability for the repayment of any capital contributed by any Member to the Company or any obligation to make any loans or advances to the Company

### **3.7 Member Loans**

The Company may obtain loans from one or more Members or Affiliates thereof on such terms and conditions as approved by the Board.

## **ARTICLE IV. ALLOCATION OF NET INCOME AND NET LOSS**

In the event the Company is taxed as a partnership for Federal income tax purposes, all items of net income or net loss of the Company for each taxable year of the Company shall be allocated among the Members in the ratio of their respective Percentage Interests.

## **ARTICLE V. DISTRIBUTIONS; WITHHOLDING**

### **5.1 Distributions of Available Cash**

Available Cash shall be distributed in such amounts and at such times as the Board shall determine. In the event the Company is taxed as a partnership for Federal income tax purposes, and except as otherwise provided in Section 5.4 in connection with the liquidation of the Company, Available Cash shall be distributed among the Members in accordance with their respective Percentage Interests.

### **5.2 Distributions In Kind**

The Board may distribute Company assets in the manner provided in Section 5.1, based upon the fair market value of the assets at the time of the distribution.

### **5.3 Other Distribution Rules**

Available Cash and Company assets distributable to the Members pursuant to this Article 5 shall be distributed to the Persons recognized by the Company as owners of the Units as of the last day of the period for which such distribution is made.

### **5.4 Distributions On Liquidation**

(a) To effect the dissolution and liquidation of the Company pursuant to Section 11.1, the Board shall distribute all assets of the Company to the Members in cash or in kind in accordance with Section 5.4(b).

(b) The net cash proceeds resulting from the liquidation of the property of the Company and any assets to be distributed in kind, pursuant to a dissolution of the Company, shall be distributed and applied in the following order of priority:

(i) to the payment of the expenses of liquidation and the debts and liabilities of the Company then due, other than debts and liabilities owing to the Members;

(ii) to the payment of debts and liabilities owing to the Members payable up to the date that the distribution of the Company's assets is completed;

(iii) to the setting up of any reserves that the Board determines are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company; and

(iv) to and among the Members in proportion to their respective Percentage Interests.

#### **5.5 Limitation on Distributions**

Notwithstanding anything in this Agreement to the contrary, no distribution shall be made if prohibited under the Act.

### **ARTICLE VI. MANAGEMENT**

#### **6.1 Management Vested in Board of Managers**

As provided herein, HSL shall appoint a Board, that shall have complete authority to manage the business and affairs of the Company. Any action required to be taken by the Board shall be duly taken if approved, in writing or otherwise, by the Board as required by the terms of this Agreement.

#### **6.2 Composition of Board**

##### **6.2.1 Number of Managers.**

The Board shall be composed of not less than one (1) and not more than ten (10) Managers. The number of Managers may be changed by the Board or by HSL from time to time, but no decrease in the number of Managers shall have the effect of shortening the term of any incumbent Managers. Managers need not be Members of the Company or residents of the state of Washington and need not meet any other qualifications.

##### **6.2.2 Appointment of Managers**

HSL shall be entitled to elect all Managers. HSL initially elects Shyam Bhartia, Hari Bhartia and R. Sankaraiah, as Managers.

### **6.2.3 Term of Managers**

Each Manager shall hold office until such Manager dies, resigns or is otherwise removed during the term pursuant to Section 6.2.4. Any Manager may resign at any time by delivering written notice to the Board. Any such resignation will be effective on delivery thereof, unless the notice of resignation specifies a later effective date. The acceptance of such resignation by the Board shall not be necessary to make it effective.

### **6.2.4 Removal of Managers**

A Manager may be removed with or without cause at any time by, and in the sole discretion of, HSL. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of the Member.

### **6.2.5 Filling a Vacancy on Board**

Any vacancy occurring on the Board shall be filled by HSL. The term of any replacement Manager shall extend to the remainder of the term of the departed Manager. If a vacancy occurs on the Board, notices to any Manager required under this Agreement shall be made to Clinsys.

## **6.3 Meetings of the Board**

### **6.3.1 Frequency**

Meetings of the Board shall be held at least annually. Meetings of the Board, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager. The Manager calling the meeting may designate any place within the state of Washington as the location for any meeting of the Managers or may, with the approval of a majority of the Managers, designate any place outside of the state of Washington. If no designation is made, the place of meeting shall be the principal executive office of the Company in Spokane, Washington.

### **6.3.2 Notice of Meetings**

Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than seven or more than 20 days before the date of the meeting, either personally or by mail, by or at the direction of the Board or the Manager calling the meeting, to each other Manager. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the U.S. mail, postage prepaid, addressed to the Manager at the Manager's address as it appears on the books of the Company.

### **6.3.3 Meetings by Communications Equipment**

Managers may participate in a meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Managers participating in the meeting can hear each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

### **6.3.4 Quorum**

A simple majority of the number of Managers fixed by this Agreement shall constitute a quorum for the transaction of business at any Board meeting but, if less than a quorum is present at a meeting, a majority of the Managers present may adjourn the meeting without further notice.

### **6.3.5 Manner of Acting**

If a quorum is present when the vote is taken, the act of a majority of the Managers present at a Board meeting shall be the act of the Board, unless the vote of a greater number is required by this Agreement, the Certificate or the Act.

### **6.4 Action by Managers Without a Meeting**

Any action that could be taken at a meeting of the Board may be taken without a meeting if one or more written consents setting forth the action so taken are signed by all the Managers, either before or after the action is taken, and delivered to the Company. Action taken by written consent of the Managers without a meeting is effective when the last Manager signs the consent, unless the consent specifies a later effective date. Any such written consent shall be inserted in the minute book as if it were the minutes of a Board meeting.

### **6.5 Compensation**

Unless approved by the Board, Managers shall not be paid any salary or reimbursement for any expenses incurred in connection with service as a Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

### **6.6 Authority of Board and Managers**

#### **6.6.1 Authority of Board**

Subject to Section 6.6.2, the Board shall be vested with complete management and control of the business of the Company. Except as otherwise provided herein, the Board shall have the power and authority to do all things necessary or proper to carry out the purposes of the Company. Except as otherwise set forth in this Agreement, any action taken by the Board will require the approval of a majority of the Managers. Each Manager shall be specifically authorized to execute instruments, documents, agreements, contracts and other undertakings on behalf and in the name of the Company, and parties dealing with the Company shall be entitled to rely on the authority of a Manager to execute such documents on behalf of the Company.

#### **6.6.2 Limitation on Authority of Board**

Unless such actions have been approved by a Majority Vote of the Members, the Board shall not

(a) effect any merger, reorganization, recapitalization, liquidation or dissolution of the Company, or authorize and effect the transfer by sale or pledge of all or substantially all the Company's assets;

(b) except as otherwise provided in Section 13.4, amend this Agreement; or

(c) except as otherwise required herein or under the Act, require any Member to make additional capital contributions to the Company.

#### **6.7 Obligations and Authority of Managers**

Each Manager shall devote such time and effort to the Company's business as may be necessary or appropriate to manage the affairs of the Company but shall not be required to devote his or her full time thereto. No Manager is authorized to act on behalf of the Company without direct authorization from the Board.

#### **6.8 Limitation on Reimbursement of Expenses**

Unless authorized by the Board, the Company shall not reimburse any Member, Manager, Officer or Affiliate for expenses incurred by him, her or it on behalf of the Company.

#### **6.9 Tax Matters**

In the event the Company is taxed as a partnership, HSL shall be the Tax Matters Partner of the Company as provided in the Treasury Regulations pursuant to Code Section 6231(a)(7) and shall be indemnified and reimbursed for all expenses, including legal accounting fees, claims, liabilities, losses and damages, incurred in connection with its serving in that capacity. Notwithstanding the preceding sentence, the Tax Matters Partner shall not be entitled to indemnification for such costs and expenses if such Tax Matters Partner has not acted in good faith or has committed fraud, gross negligence or willful misconduct.

#### **6.10 Conflicts of Interest**

Each Member agrees that any Member, Manager or any Affiliate of any Member or Manager may engage in or possess an interest in other business ventures of every kind and description, independently or with others; provided, however that with respect to any Member or Manager that is also an Officer, this Section 6.10 shall not relieve, or otherwise alter or diminish, such Officer's obligations in his capacity as an Officer of the Company. Each Member authorizes, consents to and approves of such activities, whether or not any such activities may conflict with any interest of the Company or any of the Members; provided, however, that Members shall disclose to the Board any such activities that may conflict with the interests of the Company. The Members agree that neither the Company nor the Members shall have any rights in or to such activities, or any profits derived therefrom.

## ARTICLE VII. APPOINTMENT OF OFFICERS

### 7.1 Authority to Delegate to Officers

The Board may authorize one or more individual agents (each, an "Officer") to implement the management decisions of the Board and to handle the day-to-day operational matters of the Company. Officers of the Company shall be a President and such other Officers as the Board may designate from time to time as describe in Section 7.4. Each Officer shall hold office until removed from office by the Board, or otherwise, pursuant to Section 7.2. Any one individual may hold more than one office if it is deemed advisable by the Board.

### 7.2 Resignation or Removal

Any Officer of the Company may resign from such position by delivering written notice of resignation to the Board. Any Officer may be removed by the Board, with or without cause, on receiving written notice from the Board. Election or appointment of an Officer shall not of itself create any contractual right to continued employment, compensation or other benefit from the Company. Vacancies in any office, caused by any reason, may be filled by the Board at any meeting by selecting a suitable and qualified individual to act during the unexpired term.

### 7.3 Salaries

The compensation of all Officers, agents and other employees of the Company shall be fixed by the Company and may be changed from time to time by the Board.

### 7.4 Description of Officers

The Officers that may be appointed by the Board are described as follows:

(a) *Chairman.* The Chairman shall preside at all meetings of Members, Managers or Officers of the Company, shall perform all duties as may be assigned from time to time by the Managers of the Company, and shall make such reports to the Managers of the Company as may be required from time to time.

(b) *President.* The President shall have general charge and control of the day-to-day affairs of the Company, subject to the direction of the Chairman and the ultimate control of the Managers of the Company, shall perform all duties as may be delegated from time to time by the Chairman or the Managers of the Company, and shall make such reports the Chairman or the Managers of the Company as may be required from time to time.

(c) *Vice President.* In the event of the death of the President or his or her inability to act, the Vice President (or if there is more than one Vice President, the Vice President who was designated by the Board as the successor to the President, or if no Vice President is so designated, the Vice President first elected to such office) shall perform the duties of the President, except as may be limited by the Board, with all the powers of, and subject to all the restrictions on, the President. The Vice President shall perform such other duties as shall be

assigned by the President or the Board. In the event there is more than one Vice President, the Board may designate one or more of the Vice Presidents as Senior Vice President.

(d) *Secretary.* The Secretary shall keep a record of the proceedings at the meetings of the Managers of the Company, if any, shall have custody of all the books, records and papers of the Company, except such as shall be in the charge of the Treasurer or some other person authorized to have custody or possession thereof, shall from time to time make such reports to the officers and the Managers of the Company as may be required, and shall perform such other duties as the Chairman, the President or the Managers of the Company may from time to time delegate.

(e) *Treasurer.* The Treasurer shall keep accounts of all monies of the Company received and disbursed, shall from time to time make such reports to the Managers of the Company as may be required, and shall perform such other duties as the Chairman, the President or the Managers of the Company may from time to time delegate.

#### **7.5 Signing Authority**

Any Officer of the Company who is also a Manager of the Company is authorized, subject to the terms of this Agreement, to execute documents and take other action from time to time on behalf of the Company to give effect to the decisions of the Company, including execution of documents and taking of other action on behalf of the Company.

### **ARTICLE VIII. RIGHTS AND OBLIGATIONS OF MEMBERS**

#### **8.1 Voting Rights of Members**

Except as otherwise set forth in this Agreement, the Members shall have no right to participate in the management of the Company and shall be entitled to one vote per Unit for matters subject to Member approval.

#### **8.2 Action by Members Without a Meeting**

Any action that could be taken at a meeting of the Members may be taken without a meeting if one or more written consents setting forth the action so taken are signed by all Members.

#### **8.3 Grant of Proxy Authorized**

For any matter on which a Member is entitled to vote, the Member may vote by proxy executed in writing by the Member or by its attorney-in-fact or agent. Such proxy shall be effective when received by the Board. A proxy shall become invalid 11 months after the date of its execution, unless otherwise provided in the proxy.

## ARTICLE IX. TRANSFERABILITY OF INTERESTS; WITHDRAWAL

### 9.1 Restricted Right to Transfer

A Member may freely Transfer all or any portion of its Interest without the consent of the Board, provided, however, that (i) the right of Transfer provided in this Section 9.1 shall be subject to any other agreement between the Company, HSL and such Member(s) that otherwise restricts such Transfer, and (ii) no Person to whom a Member Transfers its interest (such Person, prior to being admitted as a Substitute Member under Section 9.2 hereinafter referred to as an "Assignee") shall become a Substitute Member in the place of the assignor, except as provided in Section 9.2. At all times prior to being admitted to the Company as a Substitute Member pursuant to Section 9.2, an Assignee shall only have rights as provided in Section 9.3.

### 9.2 Admission of Substitute Members

An Assignee may be admitted to the Company as a Substitute Member only upon the approval by the Board and the Assignee's fulfillment of any conditions established by the Board; provided, however, the Board may, in its sole discretion, refuse admission of an Assignee as a Substitute Member.

### 9.3 Rights of Assignee

The rights of an Assignee who does not become a Substitute Member shall be limited to receipt of his, her or its share of the cash distributions and allocations of net income or net loss of the Company set forth in this Section 5.1 and Article IV, respectively, of this Agreement; provided, however, that the Company shall not be required to make distributions to any Assignee that does not become a Substitute Member, and such Assignee's rights shall be only against the assignor.

### 9.4 Withdrawal

A Member may not withdraw from the Company without the prior written approval of the Board, which approval may be withheld in its sole discretion.

## ARTICLE X. LIMITATION OF LIABILITY; INDEMNIFICATION

### 10.1 Limitation On Liability

No Manager, Member or Officer shall be liable to the Company, its Members or other Managers for damage, loss, liability or expense (including legal fees and expenses) for such Person's conduct as a Manager, Member or Officer of the Company, provided that his, her or its acts or omissions as a Manager, Member or Officer do not constitute gross negligence, intentional misconduct, a knowing violation of law, conduct violating sections of the Act that place certain limits on distributions to Members and do not involve any transaction from which



the Manager, Member or Officer will personally receive a benefit in money, property or services to which the Manager, Member or Officer is not legally entitled.

### **10.2 Right to Indemnification**

The Company shall indemnify and hold harmless each Person (hereinafter an "indemnitee") who was, is or is threatened to be made a named party to, or is otherwise involved (including, without limitation, as a witness) in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereinafter a "proceeding"), by reason of the fact

(a) that he, she or it is or was a Member, Manager or Officer of the Company  
or

(b) that being or having been such a Member, Manager or Officer of the Company, he, she or it is or was serving at the request of the Company as a member, manager, director, officer, partner, trustee, employee or agent of another limited liability company, or of a corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether the basis of a proceeding is alleged action in an official capacity as such a Manager, Member or Officer in such other capacity noted above, for which indemnification is to be provided, against all expense, liability and loss (including counsel fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be or to serve in any capacity giving rise to such Person's right to be indemnified under the terms of this Section 10.2, and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Except as provided in Section 10.3 with respect to proceedings seeking to enforce rights to indemnification, the Company shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if a proceeding (or part thereof) was authorized or ratified by the Board. The right to indemnification conferred in this Section 10.2 shall be a contract right.

### **10.3 Restrictions on Indemnification**

No indemnification shall be provided to any such indemnitee for acts or omissions of the indemnitee finally adjudged to constitute gross negligence, intentional misconduct, a knowing violation of law, or conduct violating sections of the Act that place certain limits on distributions to Members, or to involve any transaction from which the indemnitee as a Manager or Member will personally receive a benefit in money, property or services to which the indemnitee is not legally entitled under the Act.

### **10.4 Advancement of Expenses**

The right to indemnification conferred in this Article 10 shall include the right to be paid by the Company the expenses incurred in defending any proceeding in advance of its final disposition (hereinafter an "advancement of expenses"). An advancement of expenses shall be made on delivery to the Company of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined

by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Section 10.4.

#### **10.5 Right of Indemnitee to Bring Suit**

If a claim under Section 10.2 or 10.4 is not paid in full by the Company within 60 days after a written claim has been received by the Company, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim. If successful in whole or in part in any such suit or in a suit brought by the Company to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid the expense of prosecuting or defending such suit. The indemnitee shall be presumed to be entitled to indemnification under this Article 10 on submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, where the required undertaking has been tendered to the Company), and thereafter the Company shall have the burden of proof to overcome the presumption that the indemnitee is so entitled.

#### **10.6 Nonexclusivity of Rights**

The right to indemnification and the advancement of expenses conferred in this Article 10 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, provision of the Certificate, this Agreement, or other similar organizational document of the Company or of any Person who controls directly or indirectly the affairs of the Company through one or more Affiliates, general or specific action of the other Manager(s), if any, contract, or otherwise.

#### **10.7 Insurance, Contracts and Funding**

The Company may maintain insurance, at its expense, to protect itself and any Manager, Officer, Member, employee or agent of the Company or another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under the Act. The Company may enter into contracts with any Manager, Officer, Member, employee or agent of the Company in furtherance of the provisions of this Article 10 and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article 10.

#### **10.8 Indemnification of Employees and Agents of the Company**

The Company may, by action of the Board, grant rights to indemnification and advancement of expenses to employees and agents or any class or group of employees and agents of the Company (a) with the same scope and effect as the provisions of this Article 10 with respect to the indemnification and advancement of expenses of the Members, Managers and Officers of the Company, (b) pursuant to rights granted pursuant to, or provided by, the Act, or (c) as are otherwise consistent with law.

## **10.9 Persons Serving Other Entities**

Any Person who, while a Manager, Officer or employee of the Company, is or was serving as a partner, trustee or otherwise in an executive or management capacity in a partnership, joint venture, trust or other enterprise of which the Company or a wholly owned subsidiary of the Company is a general partner or has a majority ownership shall be deemed to be so serving at the request of the Company and shall be entitled to indemnification and advancement of expenses under Sections 10.2 and 10.4.

## **ARTICLE XI. DISSOLUTION AND TERMINATION**

### **11.1 Events of Dissolution**

The Company shall be dissolved only on the written approval of a Majority Vote of the Members.

### **11.2 Effect of Dissolution**

Dissolution of the Company shall be effective on the date on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the Certificate is canceled and the assets of the Company are distributed as provided herein. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Members, as such, shall continue to be governed by this Agreement. On dissolution, the Board shall liquidate the assets of Company, apply and distribute the proceeds thereof as contemplated by this Agreement, and cause the cancellation of the Certificate.

### **11.3 Distributions on Liquidation**

Distributions on liquidation of the Company shall be made pursuant to Section 5.4.

## **ARTICLE XII. BOOKS, RECORDS, REPORTS, BANK ACCOUNTS AND TAX ELECTIONS**

### **12.1 Books and Records**

The Company shall keep accurate books of account with respect to its operations. Such books shall be maintained at the principal office of the Company, or at such other place as the Board shall determine. With respect to the Members' names, addresses and capital contributions and Company distributions and allocations among the Members, the Board shall maintain records in a written form similar to Exhibit A.

### **12.2 Accounting Basis and Accounting Year**

Such books shall be kept in accordance with generally accepted accounting principles consistently applied and be closed and balanced at the end of the Company's fiscal year, as designated and approved by the Board.

### **12.3 Reports**

The Company shall provide all Members with annual financial statements of the Company.

### **12.4 Bank Accounts**

The Company shall be responsible for causing one or more accounts to be maintained in a bank (or banks), which accounts shall be used for the payment of expenditures incurred in connection with the business of the Company. There shall not be deposited in any such accounts any funds other than funds belonging to the Company, and no other funds shall, in any way, be commingled with such funds.

### **12.5 Tax Elections**

The Board may make such elections for state, local or foreign tax purposes as it deems necessary or desirable to carry out the business of the Company or the purposes of this Agreement. On or about the date of this Agreement the Company will elect to be taxed as an association for federal income tax purposes, and if allowed, for state income tax purposes; provided however that the Board may at any time, in its sole discretion, change or refrain from making such elections.

## **ARTICLE XIII. MISCELLANEOUS**

### **13.1 Notices**

Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing, signed by the Person giving such notice, election or demand, and delivered personally, sent by facsimile or sent by certified mail, return receipt requested, to the Members at their addresses on record with the Company. The date of personal delivery, the date the facsimile is sent to the recipient or seven days after the date of mailing, as the case may be, shall be the date of such notice.

### **13.2 Successors and Assigns**

Subject to the restrictions on transfer set forth herein, this Agreement shall be binding on and shall inure to the benefit of the Members, their respective successors, heirs, successors-in-title and assigns, and each successor-in-interest to any Member, whether such successor acquires such Interest by way of purchase, foreclosure or by any other method, shall hold such Interest subject to all the terms and provisions of this Agreement.

### **13.3 No Waiver**

The failure of any Member to insist on strict performance of any provision of this Agreement, irrespective of the length of time for which such failure continues, shall not be a

waiver of such Member's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

#### **13.4 Amendment of Agreement**

This Agreement shall be amended only on the Majority Vote of the Members.

#### **13.5 Counterparts**

This Agreement may be executed in any number of counterparts, all of which together shall for all purposes constitute one agreement, binding on all the Members, notwithstanding at all the Members have not signed the same counterpart.

#### **13.6 Applicable Law**

This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Delaware (regardless of the choice of law principles of the State of Delaware or any other jurisdiction).

#### **13.7 Entire Agreement; No Third Party Beneficiaries**

The terms set forth in this Agreement are intended by the parties as a final, complete and exclusive expression of the terms of their agreement with respect to the transactions contemplated by this Agreement and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement is not intended to confer on any Person other than the parties hereto any rights or remedies hereunder.

#### **13.8 Attorneys' Fees**

In the event that any party hereto brings an action or proceeding for the declaration of the rights of the parties hereunder, for injunctive relief, or for an alleged breach or default of, or any other action arising out of this Agreement or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

#### **13.9 Severability**

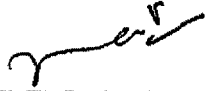
Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**[Page break intentionally inserted.]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**COMPANY:**

**HOLLISTER-STIER LABORATORIES, LLC,**  
a Delaware limited liability company

By:   
\_\_\_\_\_, Manager

**MEMBER:**

**HSL HOLDINGS INC.**  
a Delaware corporation


By:   
Name:  
Title:

EXHIBIT A

<u>Member Name &amp; Address</u>	<u>Capital Contributions</u>	<u>Units Owned</u>	<u>Distributions Date/Amount</u>	<u>Allocations Date/Amount</u>
HSL Holdings Inc. c/o Jubilant Organosys, Ltd. 1-A, Section 16A Institutional Area Noida, UP 201 301, India Attn: Shyam Bhartia, Chairman	_____	1,000		



3525 NORTH HEDAL STREET  
SPokane, WASHINGTON 99207  
WWW.HOLLISTER-STIER.COM

509.455.8556 FAX 509.454.1328



**UNANIMOUS WRITTEN CONSENT  
OF THE SOLE MEMBER AND MANAGERS OF  
HOLLISTER-STIER LABORATORIES LLC**

The undersigned, being the Managers and Sole Member of Hollister-Stier Laboratories LLC ("the "Company") hereby adopt the following resolutions without a meeting pursuant to Section 8.2 of the Second Amended and Restated Limited Liability Company Agreement of the Company (the "Operating Agreement").

**RESOLVED**, that the Company change its name to Jubilant HollisterStier LLC by adopting the attached amendment to the Certificate of Formation, and that any Manager be and hereby is authorized to sign the amendment on behalf of the Company.

**RESOLVED**, that upon the filing of the aforesaid amendment, the Second Amended and Restated Limited Liability Company Agreement of the Company entered into as of May 31, 2007, be amended by replacing the definition of Company in Article I thereof with

"Company means Jubilant HollisterStier LLC, the limited liability company formed pursuant to the Certificate, previously known as Hollister-Stier Laboratories LLC and Hollister-Stier Allergy Laboratory LLC."

**IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES THIS \_\_\_\_\_  
DAY OF JANUARY, 2011.**

HSL Holdings Inc.

By \_\_\_\_\_

Name:

Title:

  
\_\_\_\_\_  
Shyam S. Bhartia

  
\_\_\_\_\_  
Hari S. Bhartia

  
\_\_\_\_\_  
R. Sankaraiah



1025 NORTH REGAL STREET  
SPokane, WASHINGTON 99207  
WWW.HOLLISTER-STIER.COM

807.490.8555 FAX: 802.424.4270

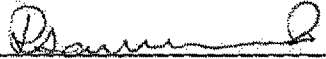


**HollisterStier**  
*A Jubilant Organosys Company*

**To: Delaware Secretary of State:**

We, Hollister-Stier Laboratories LLC are submitting an amendment to our certificate of formation changing our name to Jubilant HollisterStier LLC. We consent to the change of the name of Draxis Pharma Inc. (an affiliate) to Jubilant HollisterStier Inc.

Hollister-Stier Laboratories LLC

By 

Name:

Title:

Dated: \_\_\_\_\_, \_\_\_\_\_, 2010



**TRADEMARK**  
**REEL: 008356 FRAME: 0391**

3925 NORTH REGAL STREET  
SPRINGFIELD, WASHINGTON 98427  
WWW.HOLLISTER-STIER.COM

PHONE 509-852-4110 FAX 509-852-4110



**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF FORMATION  
OF  
HOLLISTER-STIER LABORATORIES LLC**

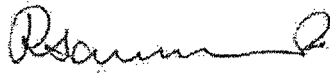
This Certificate of Amendment is being executed as of September \_\_, 2010 for the purpose of amending the Certificate of Formation of Hollister-Stier Laboratories LLC pursuant to the Delaware Limited Liability Company Act. The undersigned, being duly authorized to execute and file this Certificate, does hereby certify as follows:

1. The name of the limited liability company is Hollister-Stier Laboratories LLC.
2. Article 1 of the Certificate of Formation is hereby amended to read as follows:  

The name of the limited liability company is Jubilant HollisterStier LLC (the "Company").
3. The Certificate of Amendment shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on the \_\_ day of \_\_\_\_\_, 2011.

**HOLLISTER-STIER LABORATORIES LLC**

By   
Name: R. Sankaraiah  
Title: Manager

