

12/01/2014

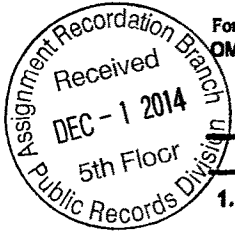


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Form PTO-1594 (Rev. 12-11)  
OMB Collection 0851-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

PharmD Press, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Minnesota

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) November 30, 2014

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: American Society of Health-System Pharmacists, Inc

Street Address: 7272 Wisconsin Avenue

City: Bethesda

State: Maryland

Country: United States Zip: 20814

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Maryland
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and Identification or description of the Trademark.**

A. Trademark Application No.(s) Text

Serial No: 85453152

JHPR

B. Trademark Registration No.(s)

4283128

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Tiffany Forte

Internal Address: ASHP

Street Address: 7272 Wisconsin Avenue

City: Bethesda

State: Maryland

Zip: 20814

Phone Number: 301-664-8668

Docket Number: \_\_\_\_\_

Email Address: tforte@ashp.org

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Bryan C. McCarthy Jr.  
Signature

Bryan C. McCarthy Jr.

Name of Person Signing

01 FC:852V 11/2/14  
Date

Total number of pages including cover sheet, attachments, and document: 23

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 30th day of November, 2014 (the "Effective Date") by and between PharmD Press, LLC, a Minnesota Limited Liability Company, with a place of business at 700 Douglas Avenue, Minneapolis, Minnesota 55403, (the "Seller"), and the American Society of Health-System Pharmacists, Inc. ("ASHP" or "Purchaser"), a Maryland nonprofit corporation, with a place of business at 7272 Wisconsin Avenue, Bethesda, Maryland 20814.

### RECITALS

**WHEREAS** the Seller has for several years been engaged in the business of publishing, distributing and selling the work identified as the *JHPR (Journal of Health-System Pharmacy Residents)* (the "Work"); and

**WHEREAS** the Seller is the absolute owner of all of the assets and all of the rights, title, and interest in and to the Work (the "Assets"), including the assets and property herein sold and more particularly set forth in Exhibit A hereof; and

**WHEREAS** the Seller desires to sell, assign, grant, convey, and transfer the Assets to the Purchaser, and the Purchaser desires to purchase and acquire from the Seller, the Assets together with the Seller's name, business, intellectual property rights, and goodwill, on terms and conditions hereinafter more fully set forth,

**NOW THEREFORE**, in consideration of the foregoing and the conditions, covenants, and agreements hereinafter set forth and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

#### 1. Conveyance of Assets

Subject to the terms, provisions, and conditions of this Agreement, Seller hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Purchaser all of Seller's right, title, and interest in and to both the tangible and the intangible property constituting the Assets, in perpetuity (or for the longest period of time otherwise permitted by law), including, but not limited to, the below-listed corporeal and incorporeal incidents to the Work:

- (a) All copyright and trademark interests owned or claimed by Seller pertaining to the Work, and its title, including all copyrights and trademarks therein;
- (b) All right, title, and benefit of Seller in and to the inventions, discoveries, improvements, ideas, trade secrets, know-how, confidential information, and all other intellectual property owned or claimed by Seller pertaining to the Work; and
- (c) All of the right, title, interest, and benefit of Seller in, to, and under all agreements, contracts, licenses, and leases entered into by Seller, or having Seller as a beneficiary, pertaining to the Work.

**2. Sellers Warranties:**

In order to induce the Purchaser to enter into this Agreement, and to purchase and acquire the Assets, and in consideration thereof, the Seller represents and warrants to the Purchaser:

- (a) That it is a limited liability company duly organized, and existing, and in good standing under the laws of the State of Minnesota;
- (b) That the Board of Governors of the Seller as well as the owners and holders of more than fifty percent (50%) of the membership interests of the Seller have duly authorized the execution of this Agreement by the Seller and the sale of its Assets, name, business and good will contemplated thereby;
- (c) That Exhibit A is a true, correct and complete schedule of all the Assets and property of the Seller, with the exception of its cash on hand and in banks;
- (d) That, as of the Effective Date of this Agreement, Purchaser shall receive complete and exclusive right, title, and interest in and to all tangible and intangible property rights existing in the Assets;
- (e) That all the Assets covered by this Agreement are in all respects free and clear of any and all mortgages, liens, pledges, security interests, and encumbrances, of every kind or nature whatsoever; that the Seller is the sole owner thereof and has the full right to sell and transfer them to the Purchaser; and that there are no facts or circumstances that in any way cloud or impair, or tend to cloud or impair, the validity of the title to such Assets;
- (f) That the Work does not infringe any intellectual property rights of any third party, including, but not limited to, any patent, copyright, or trade secret of any third party; and that the Work is fully eligible for protection under applicable copyright law and has not been forfeited to the public domain;
- (g) That all personnel, including employees, agents, consultants, and contractors, who have contributed to or participated in the conception and development of the Work have executed appropriate Instruments of assignment in favor of Purchaser as assignee, conveying to Purchaser full, effective, and exclusive ownership of all tangible and intangible property thereby arising with respect to the Work;
- (h) That those authors who have had their articles previously published by JHPR and desire to assign the copyright to Purchaser so that their articles can continue to be hosted online by Purchaser have executed the appropriate Copyright Transfer Agreement, transferring, assigning and conveying all print and electronic ownership rights in such previously published articles in favor of Purchaser;
- (i) That all the publication contracts listed in Exhibit A are in full force and effect; that the Seller has committed no breach of any of the provisions thereof; and that the Seller's rights therein are fully assignable;
- (j) That there are no outstanding obligations or commitments of any kind pertaining to or involving the Assets, including, for example, no agreements or arrangements in effect with respect to the marketing, distribution, licensing, or promotion of the Work by any independent salesperson, distributor, sublicensor, or other remarketer or sales organization;

- (k) That all the debts of the Seller, as well as all its obligations and liabilities, fixed, contingent or otherwise, and all claims against it will have been paid or adjusted on or before the closing hereunder, except as otherwise agreed in writing by the parties;
- (l) That there are no actions or proceedings at law or in equity or before any administrative, judicial or governmental bureau or agency, pending or threatened, against the Seller, or involving or affecting the Assets; and that the Seller has not done or omitted to do any act or thing which would form the basis of an action or proceeding involving or affecting the Assets;
- (m) That the Seller has heretofore duly paid all taxes of every kind, nature and description, whether in connection with its business and operations, arising out of the Assets, or otherwise; that (without limiting the generality of the foregoing) the Seller is in no way in default in the payment of income or franchise taxes, and that there have been no tax assessments or tax liens of any kind or nature whatsoever filed against it, and none are threatened; and
- (n) That Exhibit B hereto annexed is a true, correct and complete copy of the Seller's Profit and Loss Statement for its fiscal year ending December 31, 2014, and that no change has occurred in the Seller's operations since that time except in the ordinary course of business.

**3. Further Assurances:**

Seller shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of all of the Work and title to Purchaser. Seller therefore agrees:

- (a) To execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assets;
- (b) To provide testimony in connection with any proceeding affecting the right, title, or interest of Purchaser in the Work; and
- (c) To perform any other acts deemed appropriate or necessary to carry out the intent of this Agreement.

**4. Purchase Price:**

In consideration thereof, the Purchaser shall pay to the Seller the sum of \_\_\_\_\_ dollars, which sum is to be payable as a lump sum on the Closing Date.

**5. Acknowledgement of Rights:**

In furtherance of this Agreement, Seller hereby acknowledges that, from and after the effective date of this Agreement, Purchaser has acceded to all of Seller's right, title, and standing to:

- (a) Receive all rights and benefits pertaining to the Work;
- (b) institute and prosecute all suits and proceedings and take all actions that Purchaser, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Work; and

- (c) Defend and compromise any and all such action, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and perform all other such acts in relation thereto as Purchaser, in its sole discretion, deems advisable.

6. **Warranties to Survive:**

All the Seller's representations and warranties made herein shall survive the closing of this transaction, and shall be deemed incorporated in the Bill of Sale covering the Assets with the same force and effect as if fully set forth therein.

7. **No Obligations Assumed:**

The Purchaser shall assume no debt, obligation or liability of the Seller, whether in connection with the Assets or otherwise. All such debts, obligations and liabilities shall be paid by the Seller in due course; and it shall defend, indemnify and hold harmless the Purchaser against any claim or demand which may be made against the Purchaser following the consummation of this Agreement, by any of the Seller's creditors or by any person or persons whomsoever, on account of any of the Seller's debts, liabilities or obligations, whether the same arise out of the Assets or otherwise; and to this end the Seller undertakes duly to comply with the provisions of the Bulk Sales Law of the State of Minnesota.

8. **Governmental Authority:**

If the closing of the sale is forbidden in whole or in part by any regulation, order or statute of any state, federal, municipal, or county government or any bureau, department or subdivision thereof, and the sale shall not be consummated, then the Purchaser's deposit shall immediately be returned to the Purchaser, and this Agreement shall come to an end.

9. **Judgment, Etc.:**

If at any time prior to the closing, or at the time of closing, a judgment against the Seller remains unsatisfied, or an attachment of the Seller's property remains unvacated, or the Seller makes an assignment for the benefit of creditors, or is adjudicated a bankrupt, or makes a petition for reorganization, or takes advantage of any insolvency statute, the Purchaser shall have the right and option either:

- (a) To decline to go through with the purchase, in which case the Purchaser's deposit, if any, shall be returned to Purchaser within fifteen (15) days of Purchaser's notice to Seller; or
- (b) To proceed with the closing, and to deduct from the cash portion of the purchase price payable at the closing the replacement value of any item of Assets which the Seller or its legal representative or its successor in interest may be unable to deliver free and clear at the closing by reason of the occurrence of any of the contingencies above set forth.

10. **Closing:**

The closing of title hereunder shall take place by mail on or before November 30, 2014 (the "Closing Date"). Prior to closing the Seller shall deliver to the Purchaser the following:

- (a) Bill of Sale and Assignment, in the form hereto annexed as Exhibit C;
- (b) Affidavit of Title, in the form hereto annexed as Exhibit D;

- (c) Copies of all articles previously published in the Work which copies shall be provided as PDF files;
- (d) Those Copyright Transfer Agreements in favor of Purchaser that the Seller has obtained from authors whose works have been published in the Work, in the form hereto annexed as Exhibit E. After the Closing Date, the Seller agrees to continue to assist ASHP in locating and securing Copyright Transfer Agreements from authors who have not executed such agreements prior to closing.
- (e) Recordation Form Cover Sheet, in the form hereto annexed as Exhibit F, assigning Seller's trademark in JHPR to Purchaser;
- (f) Such satisfactions, evidences of payment and receipts as will show the payment of all the Seller's debts, obligations, and liabilities;
- (g) Affidavit of Authority, in the form hereto annexed as Exhibit I; and
- (h) Two Covenant Not to Compete Agreements signed by Bryan C. McCarthy Jr. and David Peter Reardon, respectively, as required by paragraph 13.

Upon due receipt of the foregoing the Purchaser shall pay over to the Seller the sum of Twenty Thousand Dollars (\$20,000.00).

Operations between the Execution Date and the date of closing shall be for the Seller's account, and appropriate adjustments shall be made as of the date of closing to give effect to this.

**11. Indemnity:**

The Seller shall defend and indemnify the Purchaser against, and save it harmless from, any loss, expense or damage occasioned by any claim, demand, suit or recovery arising out of any matter or thing covered by any of the Seller's warranties herein.

**12. Inquiries:**

After the closing the Seller shall promptly refer to the Purchaser all inquiries pertaining to the business previously conducted by the Seller. Any such inquiries shall be specifically addressed to Carol Wolfe at the address provided in paragraph 18 herein.

**13. Covenant Not to Compete:**

For a period of five (5) years from the Effective Date of this Agreement, neither Seller, Bryan C. McCarthy Jr., nor David Peter Reardon shall create or participate in the creation of any work that might, in ASHP's sole opinion, interfere with or diminish the sale of the Work. In the event of a breach of this Paragraph 14 by any of the aforementioned parties, Purchaser may elect to seek an injunction restraining such person or persons from such conduct.

**14. Additional Assurances:**

The Seller shall, upon the Purchaser's request, take any and all steps and execute any and all further instruments to carry out the purposes of this Agreement and more effectively to vest in the Purchaser title to the Assets.

**15. Waiver; Modification:**

No waiver or modification of any of the terms of this Agreement shall be valid unless it is in writing, signed by both parties.

The failure of either party to insist on the strict performance of any terms, covenants and conditions of this Agreement at any time, or in any one or more instances, or its failure to take advantage of any of its rights hereunder, or any course of conduct or dealing shall not be construed as a waiver or relinquishment of any such rights or conditions at any future time and shall in no way affect the continuance in full force and effect of all the provisions of this Agreement.

**16. Mediation; Arbitration:**

Any dispute or disagreement arising between the parties in connection with this Agreement, which is not settled to the mutual satisfaction of the parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party informs the other party in writing that such dispute or disagreement exists, shall be settled first by nonbinding mediation in the City of Bethesda, Maryland. There shall be one mediator, the fees and costs for whom shall be borne equally by the parties. The parties agree that all parties, consultants, agents and counsel involved in the mediation, along with the mediator, shall treat all aspects of the mediation as confidential and inadmissible in any arbitration or litigation proceeding to prove liability or damages.

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, which is not resolved pursuant to mediation shall be settled by binding arbitration in the City of Bethesda, Maryland, in accordance with the rules of the American Arbitration Association, then in effect, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The cost of the arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the parties, unless the award otherwise provides.

**17. Notices:**

Any notice or other communication required or permitted under this Agreement shall be sufficiently given if sent certified mail, return receipt requested, postage prepaid, to the addresses set forth below or such other addresses as may be furnished in writing by any such party, and such notice or communication shall be deemed to have been given as of the earlier of the date received or three (3) business days from the date mailed.

**If to Seller:**

PharmD Press, LLC  
1841 S. Calumet Ave., Unit 1009  
Chicago, IL 60616  
Attn: Bryan C. McCarthy, Jr.

**If to Purchaser:**

American Society of Health-System Pharmacists  
7272 Wisconsin Avenue  
Bethesda, Maryland 20814  
Attn: Carol Wolfe

**18. Headings:**

The headings of the various clauses of this Agreement are for convenience of reference only. They do not form any part hereof, and in no wise modify, interpret or construe the agreement between the parties.

**19. Governing Law:**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule (either of the State of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Maryland.

**20. Counterparts:**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, and all such counterparts shall constitute one instrument.

**21. Agreement Binding:**

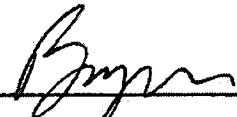
This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors and assigns.

**22. Entire Understanding:**

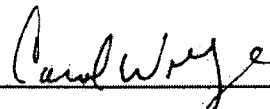
This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties hereto. Any modifications to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date shown above.

**PharmD Press, LLC**

By:   
Name: Bryan McCarthy  
Title: President  
Date: 11/11/14

**American Society of  
Health-System Pharmacists, Inc.**

By:   
Name: Carol Wolfe  
Title: Vice President, Publications and  
Drug Information  
Date: 11/18/2014



**Acknowledgment**

In order to induce the Purchaser to enter into the foregoing agreement, and in consideration thereof, I, Bryan C. McCarthy Jr., being President of the Seller, agree to be bound in all respects by the provisions of Paragraph 13 thereof.

Dated: 11/11/14

Signature: *Bryan*

Signature of Witness: *Kristin Tuiskula*

Print Name: Kristin Tuiskula

**Acknowledgment**

In order to induce the Purchaser to enter into the foregoing agreement, and in consideration thereof, I, David Peter Reardon, being Vice President of the Seller, agree to be bound in all respects by the provisions of Paragraph 13 thereof.

Dated: 11/11/14

Signature: *David P. R.*

Signature of Witness: *Kristin Tuiskula*

Print Name: Kristin Tuiskula

Q:\contract\publishing\JHPRAPAFinal

**Schedules and Exhibits to Asset Purchase Agreement**

**Exhibit A: Assets of Seller Agreed to Be Sold**

**Exhibit B: Seller's Profit and Loss Statement**

**Exhibit C: Bill of Sale and Assignment**

**Exhibit D: Affidavit of Title**

**Exhibit E: Copyright Transfer Agreement**

**Exhibit F: Recordation Form Cover Sheet**

**Exhibit G: Affidavit of Authority**

**EXHIBIT A**

**Assets of Seller Agreed to Be Sold**

- A. Name, business and goodwill of Seller.
- B. The following trademarks and trade names owned by the Seller:
  - JHPR
  - Journal of Health-System Pharmacy Residents
- C. All the Seller's right, title and interest in and to the GoDaddy uri, JHPR.org.

**EXHIBIT B**  
**Seller's Profit and Loss Statement**

**(See Attached)**

EXHIBIT C

Bill of Sale and Assignment

KNOW ALL MEN BY THESE PRESENTS that as of the closing of the transaction contemplated by the Asset Purchase Agreement (the "Asset Purchase Agreement") executed as of the 30th day of November, 2014 by and between PharmD Press LLC (the "Seller") and the American Society of Health-System Pharmacists, Inc. (the "Purchaser") for and in consideration of the sum of Twenty Thousand Dollars (\$20,000), lawful money of these United States, paid by Purchaser to Seller, receipt of which is duly acknowledged by the Seller, the Seller has granted, bargained, sold, assigned, conveyed, transferred, and delivered, and by these presents does bargain, sell, assign, grant, convey, transfer and deliver unto Purchaser all of the Seller's right, title and interest, in, to and under all the Assets, as that term is defined in the Asset Purchase Agreement, free and clear of any mortgages, liens, pledges, security interests, charges and encumbrances.

All the warranties, representations and obligations of the Seller made and assumed by it the Asset Purchase Agreement are herein incorporated by reference with the same force and effect as though fully set forth herein.

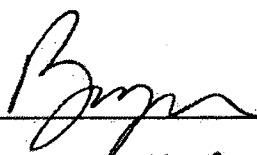
The Seller for itself, its successors and assigns, does covenant and agree to and with the Purchaser, its successors and assigns, to warrant and defend the above-described property hereby sold unto the Purchaser, against all and every person or persons whomsoever.

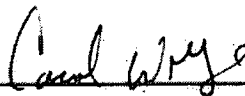
This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed to be an original, but both of which, when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Bill of Sale has been executed as of the 30th day of November, 2014.

PharmD Press, LLC

American Society of  
Health-System Pharmacists, Inc.

By: 

By: 

Name: Bryan McCahey

Name: Carol Wolfe

Title: President

Title: Vice President, Publications and  
Drug Information

Date: 11/12/14

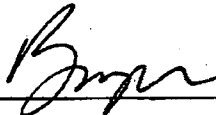
Date: 11/18/2014

**EXHIBIT D**

**Affidavit of Title**

Bryan C. McCarthy Jr., being duly sworn, deposes and says:

1. I reside at 1841 South Calumet Avenue, Chicago, Illinois. I am the President PharmD Press, LLC, a Minnesota limited liability company with a place of business at 700 Douglas Avenue, Unit 302, Minneapolis, MN 55403, the Seller named in that certain Asset Purchase Agreement dated November 30, 2014 between it and the American Society of Health-System Pharmacists, Inc., a Maryland corporation, named as Purchaser therein.
2. I am fully acquainted with all the books, records and accounts of the Seller, and have before me all the information necessary to enable me to make this affidavit.
3. I hereby certify as follows:
  - (a) I am the officer of the Seller who executed the foregoing Bill of Sale and Assignment for and on behalf of the Seller;
  - (b) The Seller is the sole and absolute owner of the Assets described in the Bill of Sale and Assignment, and has full right to sell and transfer the same;
  - (c) The aforesaid Assets, and each and every part thereof, are free and clear of any liens, mortgages, debts or other encumbrances of whatsoever kind;
  - (d) The Seller's possession of the Assets has been peaceable and undisturbed, and its title thereto has never been disputed, questioned or rejected. I know of no facts by reason of which title to or possession of the Assets might be called in question, or by reason of which any claim to any part of the Assets might be set up or asserted;
  - (e) The Seller is not indebted to anyone and has no creditors;
  - (f) There are no judgments existing against the Seller in any court, nor are there any replevins, attachments or executions issued against it now in force;
  - (g) No petition in bankruptcy has been filed by or against the Seller, and it has made no assignment for the benefit of its creditors, nor has it taken advantage of any insolvency statute.
4. I am a citizen of the United States and over the age of eighteen.
5. I submit this affidavit to induce the Purchaser to purchase certain of the Seller's assets and to part with valuable consideration therefor, knowing that the Purchaser intends to rely thereon

  
\_\_\_\_\_  
Bryan C. McCarthy Jr.  
President, PharmD Press LLC

**EXHIBIT E**

**Copyright Transfer Agreement**

**(See Attached)**





(3) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

(6) \_\_\_\_\_

**Return this form to:** ASHP  
7272 Wisconsin Avenue  
Bethesda, MD 20814  
Attn: Maryam Mohassel

**EXHIBIT F**

**RECORDATION FORM COVER SHEET**


**(See Attached)**

**EXHIBIT G**

**Affidavit of Authority**

Bryan C. McCarthy Jr., being duly sworn, deposes and says:

1. I reside at 1841 South Calumet Avenue, Chicago, Illinois. I am the President of PharmD Press, LLC, a Minnesota limited liability company with a place of business at 700 Douglas Avenue, Unit 302, Minneapolis, MN 55403, the Seller named in that certain Asset Purchase Agreement dated November 30, 2014 between it and the American Society of Health-System Pharmacists, Inc., a Maryland corporation, named as Purchaser therein.
2. I am fully acquainted with the books and records of the Seller and all its corporate proceedings.
3. I hereby certify that the Board of Managers of the Seller has duly authorized (a) the execution, by Bryan C. McCarthy Jr., the President of the Seller, of the aforesaid agreement pertaining to the sale of the Seller's Assets more specifically enumerated therein, and (b) the consummation of the agreement by the transfer of the Seller's Assets upon receipt of the consideration therefor.
4. I further certify that the members of the Seller have unanimously approved such proposed sale.
5. I make this affidavit in order to induce the Purchaser to enter into the aforesaid agreement, to purchase certain of the Seller's Assets, and to part with valuable consideration therefor, knowing that it intends to rely thereon.

  
\_\_\_\_\_  
Bryan C. McCarthy Jr., President  
PharmD Press LLC