

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519284

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	01/01/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UVP, LLC		12/21/2017	Limited Liability Company: DELAWARE

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Analytik Jena US, Inc.	12/21/2017	Corporation: DELAWARE

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Analytik Jena US LLC
Street Address:	2066 West 11th Street
City:	Upland
State/Country:	CALIFORNIA
Postal Code:	91786
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3657753	BIODOC-IT
Registration Number:	2891563	BIOSPECTRUM
Registration Number:	0765321	BLAK-RAY
Registration Number:	0772125	BLAK-RAY
Registration Number:	0943078	BLAK-RAY
Registration Number:	0851358	BLAK-RAY
Registration Number:	3657762	CHEMIDOC-IT
Registration Number:	4556353	CHEMIMAX
Registration Number:	2726856	CHROMATO-VUE
Registration Number:	3657757	DIGIDOC-IT
Registration Number:	2102789	DOC-IT
Registration Number:	3071530	FIRSTLIGHT
Registration Number:	3657761	GELDOC-IT
Registration Number:	4485661	GELMAX

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3475846	IBOX
Registration Number:	0629479	MINERALIGHT
Registration Number:	0677269	PEN-RAY
Registration Number:	5218131	PEN-RAY
Registration Number:	1280358	UV
Registration Number:	3128909	VISIONWORKS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 818-956-7154
 Email: jbrunton1@aol.com
 Correspondent Name: James E. Brunton
 Address Line 1: P.O. Box 1990
 Address Line 4: Fallbrook, CALIFORNIA 92088

NAME OF SUBMITTER:	James E. Brunton
SIGNATURE:	/James E. Brunton/
DATE SIGNED:	04/16/2019

Total Attachments: 13
 source=merger_doc#page1.tif
 source=merger_doc#page2.tif
 source=merger_doc#page3.tif
 source=merger_doc#page4.tif
 source=merger_doc#page5.tif
 source=merger_doc#page6.tif
 source=merger_doc#page7.tif
 source=merger_doc#page8.tif
 source=merger_doc#page9.tif
 source=merger_doc#page10.tif
 source=merger_doc#page11.tif
 source=merger_doc#page12.tif
 source=merger_doc#page13.tif

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "UVP, LLC", FILED A CERTIFICATE OF MERGER, CHANGING ITS NAME TO "ANALYTIK JENA US LLC" ON THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2017, AT 5:27 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2018 AT 12:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID LIMITED LIABILITY COMPANY IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ANALYTIK JENA US LLC" WAS FORMED ON THE TWENTY-SEVENTH DAY OF OCTOBER, A.D. 2006.




Jeffrey W. Bullock, Secretary of State

4241893 8320
SR# 20180337461

Authentication: 201992705
Date: 01-18-18

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

TRADEMARK
REEL: 006619 FRAME: 0911

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:

"ANALYTIK JENA US, INC.", A DELAWARE CORPORATION,
WITH AND INTO "UVP, LLC" UNDER THE NAME OF "ANALYTIK JENA US LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2017, AT 5:27 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2018 AT 12:01 O'CLOCK A.M.



4241893 8100M
SR# 20180636525

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

A handwritten signature in black ink, appearing to read "JBULLOCK", written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202070025
Date: 01-31-18

TRADEMARK
REEL: 006619 FRAME: 0912

Certificate of Merger

Pursuant to Section 264 of the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company has executed the following Certificate of Merger.

1. The names of the constituent entities are Analytik Jena US, Inc., a Delaware corporation, and UVP, LLC, a Delaware limited liability company.
2. An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities.
3. The name of the surviving limited liability company is UVP, LLC, a Delaware limited liability company, subject to the amendment to the Certificate of Formation of the surviving limited liability company set forth below.
4. Immediately upon the effectiveness of the merger and without further action by the surviving limited liability company or its managers or sole member, Section 1 of the Certificate of Formation of the surviving limited liability company shall be amended and replaced in its entirety with the following provision:
 - "1. Name. The name of the limited liability company is Analytik Jena US LLC (the "Company")."
5. Subject to the amendment described above, the Certificate of Formation of the surviving limited liability company, as in effect immediately prior to the merger, shall be the Certificate of Formation of the surviving limited liability company.
6. The merger is to become effective at 12:01 a.m. on January 1, 2018.
7. The Agreement of Merger is on file at 2066 W. 11th Street, Upland, CA 91786, the place of business of the surviving limited liability company.
8. A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any stockholder of the constituent corporation and any member of the constituent limited liability company.

{signatures follow}

IN WITNESS WHEREOF, the surviving limited liability company has caused this certificate to be signed by its authorized signatories, the 21st day of December 2017.

UVP, LLC

By: 

Name: Ulrich Krauss

Title: Manager

By: 

Name: Christopher Griffith

Title: Manager

TRADEMARK

REEL: 006619 FRAME: 0914

**UNANIMOUS WRITTEN CONSENT OF THE BOARD OF MANAGERS OF
UVP, LLC**

The undersigned, being all of the members of the Board of Managers (the "Board") of UVP, LLC, a Delaware limited liability company (the "Company"), acting by written consent without a meeting, do hereby consent as of December 21, 2017 to the adoption of the following resolutions and direct that this consent be filed with the minutes of the proceedings of the Board:

WHEREAS, the Sole Member of the Company has delegated to the Board under Section 4(c) of the Fifth Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 5, 2017 (the "Agreement"), the right and power, in the name of the Company, to perform all acts and do all things which, in its sole discretion, the Board deems necessary or desirable to conduct the business of the Company; and

WHEREAS, the Board has determined that it is advisable, fair to and in the best interests of the Company and the Company's sole member to merge the Company with and into its affiliate Analytik Jena US, Inc., with the Company being the surviving entity, pursuant to and substantially on the terms set forth in the Agreement of Merger attached hereto as Exhibit A; and

WHEREAS, by its execution of this Written Consent below, the Sole Member has consented to the Company's entering into the Agreement of Merger substantially in the form attached hereto as Exhibit A and to the implementation of the merger contemplated thereby; and

WHEREAS, the Board has determined that it is in the best interests of the Company to change the Company's name in connection with and upon effectiveness of the merger and to effect the corresponding amendments to the Certificate of Formation of the Company and the Agreement; and

NOW THEREFORE LET IT BE:

RESOLVED, that the Company enter into the Agreement of Merger substantially in the form attached hereto as Exhibit A and, pursuant thereto and on the terms set forth therein, merge with and into its affiliate Analytik Jena US, Inc., with the Company being the surviving entity; and further

RESOLVED, that in connection with the merger contemplated by the Agreement of Merger attached hereto as Exhibit A and immediately upon the Effective Time (as defined therein), Section 1 of the Certificate of Formation of the Company be, and it hereby is, amended and replaced in its entirety with the following provision:

- "1. **Name.** The name of the limited liability company is Analytik Jena US LLC (the "Company")."

RESOLVED, that in connection with the merger contemplated by the Agreement of Merger attached hereto as Exhibit A and immediately upon the Effective Time (as defined therein), Section 1 of the Agreement be, and it hereby is, amended and replaced in its entirety with the following provision:

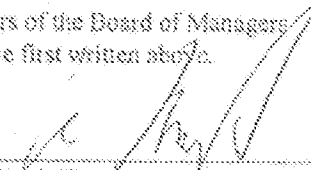
- "1. **Name.** The name of the limited liability company is "Analytik Jena US LLC". All business of the Company shall be conducted under such name."

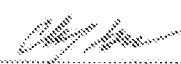
RESOLVED, that each of the members of the Board shall be, and they hereby are, authorized and instructed to execute the Agreement of Merger substantially in the form attached hereto as Exhibit A, to execute and file with the State of Delaware a Certificate of Merger in a form determined to be required or appropriate by the members of the Board, and to take such further steps as are necessary or appropriate, in their sole judgement, including the execution and delivery any further instruments, assignments, assurances and documents in the name and on behalf of the Company, to effect the resolutions set forth above, and in each case, the taking of such action shall be conclusive evidence of such determination by such member and of the approval of the Board; and further

RESOLVED, that an executed copy of this unanimous written consent shall be filed with the minutes of the proceedings of the Board of Managers.

{signatures follow}

IN WITNESS WHEREOF, the undersigned members of the Board of Managers
have duly executed this written consent as of the date first written above.

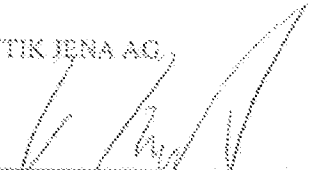
By: 
Name: Ulrich Krauss
Title: Member of the Board of Managers

By: 
Name: Christopher Griffl
Title: Member of the Board of Managers

Consented to:

Sole Member

ANALYTIK JENA AG

By: 
Name: Ulrich Krauss
Title: CEO


By: 
Name: Grit Perzholdt-Gilme
Title: CHRO

EXHIBIT A
AGREEMENT OF MERGER

[see attached]

AGREEMENT OF MERGER

Agreement of Merger ("Agreement"), dated as of December 21, 2017, by and between UVP, LLC, a Delaware limited liability company ("Acquiror"), and Analytik Jena US, Inc., a Delaware corporation (the "Company").

WHEREAS, the Board of Managers and sole member of the Acquiror and the Board of Directors and sole shareholder of the Company have each approved and adopted this Agreement and the transactions contemplated hereby, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders or such limited liability company and its members, as applicable; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Company, in accordance with the Delaware General Corporation Law ("DGCL") and the Delaware Limited Liability Company Act ("LLC Act"), will merge with and into the Acquiror, with the Acquiror as the surviving limited liability company (the "Merger"); and

WHEREAS, for U.S. federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 264 of the DGCL and Section 18-209 of the LLC Act, the Company shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Company shall cease, and the Acquiror shall continue as the surviving limited liability company (the "Surviving LLC"). The effects and consequences of the Merger shall be as set forth in this Agreement, the DGCL and the LLC Act.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file a certificate of merger (the "Certificate of Merger") complying with Section 264(c) of the DGCL and Section 18-209(c) of the LLC Act with the Secretary of State of the State of Delaware with respect to the Merger. The Merger shall become effective as of 12:01 a.m. on January 1, 2018 (the "Effective Time").

(b) The Merger shall have the effects set forth in the DGCL and the LLC Act, including without limitation, Section 259 of the DGCL and Section 18-209(g) of the LLC Act. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Company shall vest in the Acquiror, as the Surviving LLC, and (ii) all debts, liabilities, obligations and

duties of the Company shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving LLC.

3. Organizational Documents. The certificate of formation of the Acquiror in effect at the Effective Time shall be the certificate of formation of the Surviving LLC until thereafter amended as provided therein or by the LLC Act, and the Fifth Amended and Restated Limited Liability Company Agreement of the Acquiror (the "LLC Agreement") in effect at the Effective Time, subject to the amendments thereto set forth herein, shall be the limited liability company agreement of the Surviving LLC until thereafter amended as provided therein or by the LLC Act.

4. Amendment to Certificate of Formation and LLC Agreement. Immediately upon the effectiveness of the Merger and without further action by Acquiror or its managers or sole member, the Certificate of Formation of Acquiror and the LLC Agreement shall be amended as follows:

Section 1 of the Certificate of Formation shall be, from and after the Effective Time, amended and replaced in its entirety with the following provision:

"1. Name. The name of the limited liability company is Analytik Jena US LLC (the "Company")."

Section 1 of the LLC Agreement shall be, from and after the Effective Time, amended and replaced in its entirety with the following provision:

"1. Name. The name of the limited liability company is "Analytik Jena US LLC". All business of the Company shall be conducted under such name."

5. Directors and Officers. The Managers and the Officers of the Acquiror immediately prior to the Effective Time shall be the Managers and Officers of the Surviving LLC from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of formation and LLC Agreement of the Surviving LLC or as otherwise provided by the LLC Act.

6. Treatment of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Company or the sole shareholder of the Company:

(a) All of the shares of common stock, par value \$0.10 per share, of the Company ("Company Common Stock"), issued and outstanding immediately prior to the Effective Time shall be canceled immediately upon effectiveness of the Merger.

(b) In light of its existing 100% ownership interest in Acquiror, the sole shareholder of the Company waives the issuance of additional limited liability company interests in Acquiror in connection with the Merger and confirms the sufficiency of consideration received in connection with the Merger; and

(c) All of the Interests (as defined in the LLC Agreement) in Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

7. Certificates. Acquiror and the Company agree that any certificates that immediately prior to the Effective Time evidence outstanding shares of Company Common Stock shall be automatically cancelled as of the Effective Time.]

8. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

11. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

12. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby can be consummated as originally contemplated to the greatest extent possible.

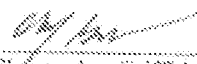
14. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

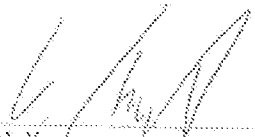
[SIGNATURE PAGE FOLLOWS]

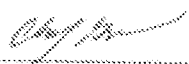
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ANALYTIC JENA US, INC.

By 
Name: Christopher Griffith
Title: President

UNP, LLC

By 
Name: Ulrich Keates
Title: Member of the Board of Managers

By 
Name: Christopher Griffith
Title: Member of the Board of Managers