

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT				
NATURE OF CONVEYANCE:	MERGER				
EFFECTIVE DATE:	09/28/1998				
CONVEYING PARTY DATA					
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Lilly Software Associates, Inc. (A New Hampshire Corporation)</td> <td>09/28/1998</td> </tr> </tbody> </table>		Name	Execution Date	Lilly Software Associates, Inc. (A New Hampshire Corporation)	09/28/1998
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Lilly Software Associates, Inc. (A New Hampshire Corporation)	09/28/1998				
RECEIVING PARTY DATA					
Name:	Lilly Software Associates, Inc. (A Delaware Corporation)				
Street Address:	500 Lafayette Road				
City:	Hampton				
State/Country:	NEW HAMPSHIRE				
Postal Code:	03842				
PROPERTY NUMBERS Total: 1					
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>7089071</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	7089071
Property Type	Number				
Patent Number:	7089071				
CORRESPONDENCE DATA					
Fax Number:	2158325718				
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>					
Phone:	215-569-5718				
Email:	Zacharias@blankrome.com				
Correspondent Name:	Peter K. Zacharias				
Address Line 1:	One Logan Square				
Address Line 4:	Philadelphia, PENNSYLVANIA 19103				
ATTORNEY DOCKET NUMBER:	119645-0103.123				
NAME OF SUBMITTER:	Peter K. Zacharias				
Signature:	/Peter K. Zacharias/				
Date:	09/12/2013				

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Total Attachments: 6

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of the 28th day of September, 1998 between Lilly Software Associates, Inc., a corporation organized under the laws of the State of New Hampshire ("Lilly-NH"), and Lilly Software Associates, Inc., a wholly-owned subsidiary of Lilly-NH organized under the laws of the State of Delaware ("Lilly-DE"). The two corporations are hereinafter sometimes called the "Constituent Corporations." Lilly-NH is hereinafter also sometimes referred to as the "Merged Corporation," and Lilly-DE is hereinafter also sometimes referred to as the "Surviving Corporation."

WITNESSETH:

WHEREAS, the Constituent Corporations deem it advisable and generally to the welfare of the Constituent Corporations that Lilly-NH be merged with and into Lilly-DE under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the statutes of the State of New Hampshire and the State of Delaware in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Lilly-DE by its Certificate of Incorporation has an authorized capital stock consisting of 1,000,000 shares of Common Stock, \$.01 par value per share, of which 100 shares of such Common Stock are now issued and outstanding, and such 100 shares of issued and outstanding Common Stock shall be canceled at the effective time of the merger; and

WHEREAS, Lilly-NH by its Articles of Incorporation has an authorized capital stock consisting of 500,000 shares of Common Stock, \$1.00 par value per share, of which 492,500 shares are now issued and outstanding; and

WHEREAS, the registered office of Lilly-NH in the State of New Hampshire is located at 9 Capitol Street, Concord, New Hampshire, 03301; and the registered office of Lilly-DE in the State of Delaware is located at 1209 Orange Street, Wilmington, Delaware, 19801.

NOW, THEREFORE, the Constituent Corporations, parties to this Agreement and Plan of Merger, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of such merger and mode of carrying the same into effect as follows:

FIRST: At the effective time of the merger, Lilly-NH shall merge with and into Lilly-DE, which shall be the Surviving Corporation. The separate existence of Lilly-NH shall cease at the effective time of the merger in accordance with applicable law.

SECOND: The certificate of incorporation of Lilly-DE, as in effect immediately prior to the effective time of the merger provided for in this Agreement and Plan of Merger, shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation until the same shall be altered, amended or repealed as provided therein or in accordance with applicable law.

THIRD: The manner of converting the outstanding shares of the capital stock of the Constituent Corporations in the merger shall be as follows:

(a) The one hundred (100) shares of Common Stock of Lilly-DE, which are issued and outstanding immediately prior to the effective time of the merger shall, without any further action on the part of anyone, be canceled at and as of the effective time of the merger.

(b) Each share of Common Stock of the Merged Corporation which shall be outstanding immediately prior to the effective time of the merger, and all rights in respect thereof shall, without any further action on the part of anyone, be converted into one (1) share of Common Stock of the Surviving Corporation at and as of the effective time of the merger.

(c) After the effective time of the merger, each holder of a certificate or certificates which theretofore represented shares of Common Stock of the Merged Corporation shall cease to have any rights as a stockholder of the Merged Corporation except as such are expressly reserved to such stockholder by statute. After the effective time of the merger, each holder of any outstanding certificate or certificates representing shares of Common Stock of the Merged Corporation shall surrender the same to the Surviving Corporation and each such holder

shall be entitled upon such surrender to receive the number of shares of Common Stock of the Surviving Corporation on the basis provided in subsection (b) immediately above. Until so surrendered, the certificates representing the outstanding shares of the capital stock of the Merged Corporation to be converted into the capital stock of the Surviving Corporation, as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though such surrender and exchange had taken place. For purposes of this Agreement and Plan of Merger, any shares of common stock which the Merged Corporation authorized to be issued without a certificate, as provided in Section 6.26 of the New Hampshire Business Corporation Act, shall be converted into shares of the Surviving Corporation in accordance with subsection (b) and this subsection (c) of this Article Third.

FOURTH: The terms and conditions of the merger, in addition to the foregoing, are as follows:

(a) The By-laws of the Surviving Corporation as they shall exist at the effective time of the merger shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided or in accordance with law.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders or directors, respectively, and until their successors shall have been duly elected and qualified.

(c) The merger shall have the effects set forth in this Agreement and Plan of Merger, Section 11.06 of the New Hampshire Business Corporation Act and Section 259 of the General Corporation Law of the State of Delaware.

(d) As and when requested by the Surviving Corporation or by its successors or assigns, the Merged Corporation will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of either of the Constituent

Corporations acquired by the Surviving Corporation by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and directors of the Merged Corporation and the officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

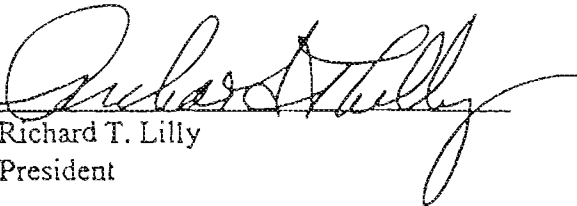
(e) This Agreement and Plan of Merger shall be submitted to the stockholders of each of the Constituent Corporations as and to the extent provided by law. The merger shall become effective at the time that any and all documents or instruments necessary to perfect the merger, pursuant to the requirements of the New Hampshire Business Corporation Act and the General Corporation Law of the State Delaware, are accepted for filing by the appropriate office of the State of New Hampshire and the office of the Secretary of State of the State of Delaware, respectively.

(f) This Agreement and Plan of Merger may be terminated or abandoned by (i) either Constituent Corporation, acting by its Board of Directors, at any time prior to its adoption by the stockholders of both of the Constituent Corporations as and to the extent provided by law, or (ii) the mutual consent of the Constituent Corporations, each acting by its Board of Directors, at any time after such adoption by such stockholders and prior to the effective time of the merger. In the event of such termination or abandonment, this Agreement and Plan of Merger shall become wholly void and of no effect and there shall be no further liability or obligation hereunder on the part of either of the Constituent Corporations or of its Board of Directors or stockholders.

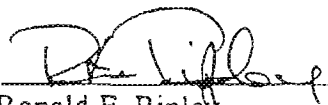
(g) From the effective time of the merger, the officers and directors of the Surviving Corporation are hereby authorized in the name of the corporations that were the Constituent Corporations to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of the Constituent Corporations or to carry out the purposes of this Agreement and Plan of Merger.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement and Plan of Merger to be executed by the President and attested by the Assistant Secretary of each party hereto.

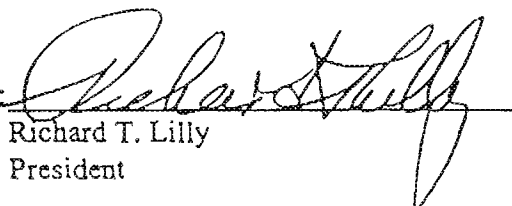
LILLY SOFTWARE ASSOCIATES, INC.
(a New Hampshire corporation)

By: 
Richard T. Lilly
President

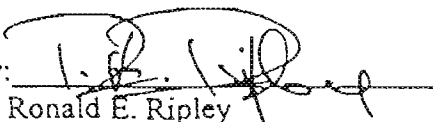
ATTEST:

By: 
Ronald E. Ripley
Assistant Secretary

LILLY SOFTWARE ASSOCIATES, INC.
(a Delaware corporation)

By: 
Richard T. Lilly
President

ATTEST:

By: 
Ronald E. Ripley
Assistant Secretary

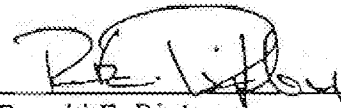
Assistant Secretary's Certificate

I hereby certify that the Agreement and Plan of Merger was duly adopted by the shareholders of Lilly Software Associates, Inc., a New Hampshire corporation, at a Special Meeting of the Shareholders held on September 28, 1998.



Ronald E. Ripley
Assistant Secretary

I hereby certify that the Agreement and Plan of Merger was duly adopted by the sole stockholder of Lilly Software Associates, Inc., a Delaware corporation, by written consent dated September 28, 1998.



Ronald E. Ripley
Assistant Secretary