

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2578794

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/12/2013
CONVEYING PARTY DATA	
Name	Execution Date
MSH PHARMA, INC.	07/12/2013
RECEIVING PARTY DATA	
Name:	MSH BIOPHARMA, INC.
Street Address:	5050 SPRING VALLEY ROAD
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75244
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6894028
CORRESPONDENCE DATA	
Fax Number:	
Email:	dwilson@wpparalegal.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MSH BIOPHARMA, INC.
Address Line 1:	5050 SPRING VALLEY ROAD
Address Line 4:	DALLAS, TEXAS 75244
ATTORNEY DOCKET NUMBER:	MSH-6894028
NAME OF SUBMITTER:	DENISE M. WILSON
Signature:	/Denise M. Wilson/
Date:	10/15/2013

Total Attachments: 12

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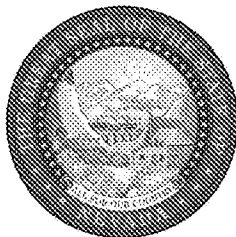
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STATE OF NEVADA



**ROSS MILLER**  
*Secretary of State*

**SCOTT W. ANDERSON**  
*Deputy Secretary  
for Commercial Recordings*

OFFICE OF THE  
SECRETARY OF STATE

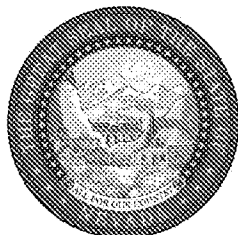
**Certified Copy**

August 2, 2013

**Job Number:** C20130802-0930  
**Reference Number:** 00003990739-20  
**Expedite:**  
**Through Date:**

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

<b>Document Number(s)</b>	<b>Description</b>	<b>Number of Pages</b>
20130477531-03	Merge In	11 Pages/1 Copies



Respectfully,

A handwritten signature in black ink, appearing to read "Ross Miller".

ROSS MILLER  
Secretary of State

Certified By: F Lincoln  
Certificate Number: C20130802-0930  
You may verify this certificate  
online at <http://www.nvsos.gov/>

**Commercial Recording Division**  
202 N. Carson Street  
Carson City, Nevada 89701-4069  
Telephone (775) 684-5708  
Fax (775) 684-7138

**PATENT**  
**REEL: 031411 FRAME: 0367**



\*140103\*




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204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4520  
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## Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 1

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number <b>20130477531-03</b>
	Filing Date and Time <b>07/18/2013 9:15 AM</b>
	Entity Number <b>E0305242013-5</b>

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### Articles of Merger (Pursuant to NRS Chapter 92A)

**1) Name and jurisdiction of organization of each constituent entity (NRS 92A.200):**

☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article one.

MSH Pharma, Inc.

Name of merging entity

California

Jurisdiction

Corporation

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

Name of merging entity

Jurisdiction

Entity type \*

and,

MSH BioPharma, Inc.

Name of surviving entity

Nevada

Jurisdiction

Corporation

Entity type \*

\* Corporation, non-profit corporation, limited partnership, limited-liability company or business trust.

**Filing Fee: \$350.00**

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 1  
Revised: 8-31-11

**PATENT**  
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## Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 2

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- 2) Forwarding address where copies of process may be sent by the Secretary of State of Nevada (If a foreign entity is the survivor in the merger - NRS 92A.190):

Attn:

c/o:

- 3) Choose one:

- ☒ The undersigned declares that a plan of merger has been adopted by each constituent entity (NRS 92A.200).
- ☐ The undersigned declares that a plan of merger has been adopted by the parent domestic entity (NRS 92A.180).

- 4) Owner's approval (NRS 92A.200) (options a, b or c must be used, as applicable, for each entity):

- ☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from the appropriate section of article four.

- (a) Owner's approval was not required from

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or,

Name of **surviving** entity, if applicable

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 2  
Revised: 8-31-11

**PATENT**  
**REEL: 031411 FRAME: 0369**



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## Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 3

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(b) The plan was approved by the required consent of the owners of \*:

MSH Pharma, Inc.

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or;

MSH BioPharma, Inc.

Name of **surviving** entity, if applicable

\* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustees and beneficial owners of each business trust that is a constituent entity in the merger.

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 3  
Revised: 8-31-11

**PATENT**  
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## Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 4

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(c) Approval of plan of merger for Nevada non-profit corporation (NRS 92A.160):

The plan of merger has been approved by the directors of the corporation and by each public officer or other person whose approval of the plan of merger is required by the articles of incorporation of the domestic corporation.

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

Name of **merging** entity, if applicable

and, or;

Name of **surviving** entity, if applicable

*This form must be accompanied by appropriate fees.*

Nevada Secretary of State 92A Merger Page 4  
Revised: 8-31-11

**PATENT**  
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## Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 5

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5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)\*:

6) Location of Plan of Merger (check a or b):



(a) The entire plan of merger is attached;

or,



(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited-liability company or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date and time of filing: (optional) (must not be later than 90 days after the certificate is filed)

Date:

Time:

\* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please entitle them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity except that the name of the surviving entity may be changed.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 5  
Revised: 8-31-11

PATENT  
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## Articles of Merger

(PURSUANT TO NRS 92A.200)

Page 6

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8) Signatures - Must be signed by: An officer of each Nevada corporation; All general partners of each Nevada limited partnership; All general partners of each Nevada limited-liability limited partnership; A manager of each Nevada limited-liability company with managers or one member if there are no managers; A trustee of each Nevada business trust (NRS 92A.230)\*

☐ If there are more than four merging entities, check box and attach an 8 1/2" x 11" blank sheet containing the required information for each additional entity from article eight.

MSH Pharma, Inc.

Name of merging entity

*[Signature]*  
Signature

President

Title

7/12/13  
Date

Name of merging entity

X

Signature

Title

Date

Name of merging entity

X

Signature

Title

Date

Name of merging entity

X

Signature

Title

Date

and,

MSH BioPharma, Inc.

Name of surviving entity

*[Signature]*  
Signature

President

Title

7/12/13  
Date

\* The articles of merger must be signed by each foreign constituent entity in the manner provided by the law governing it (NRS 92A.230). Additional signature blocks may be added to this page or as an attachment, as needed.

**IMPORTANT:** Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 92A Merger Page 6  
Revised: 8-31-11

PATENT  
REEL: 031411 FRAME: 0373

## **AGREEMENT AND PLAN OF MERGER OF MSH PHARMA, INC. AND MSH BIOPHARMA, INC.**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 12 day of July, 2013, by and between MSH Pharma, Inc. ("MPI"), a corporation organized and existing under the laws of the State of California (MPI being hereinafter sometimes referred to as the "Merging Corporation") and MSH BioPharma, Inc. ("MSH"), a corporation organized and existing under the laws of the State of Nevada (MSH being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations";

**WHEREAS**, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that MPI be merged with and into MSH, with MSH being the Surviving Corporation, under and pursuant to the laws of the State of Nevada and on the terms and conditions set forth herein;

**NOW THEREFORE**, the parties hereto agree as follows:

### **ARTICLE I MERGER**

1.1 MPI shall be merged with and into MSH in accordance with the laws of the States of California and Nevada. The separate corporate existence of MPI shall thereby cease, and MSH shall be the Surviving Corporation. It is the intent of the parties that the merger described herein qualify as a merger as defined by Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code") so that any shares of MSH common stock received by the shareholders of MPI, shall be received income tax-free under Code Section 354 and the Treasury Regulations issued thereunder.

1.2 The name which the Surviving Corporation is to have after the merger shall be "MSH BioPharma, Inc."

1.3 On the Closing Date (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Closing Date the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Closing Date, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Nevada Business Corporation Act and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

## **ARTICLE II TERMS AND CONDITIONS OF THE MERGER**

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective upon such date as Articles of Merger are filed in the State of Nevada, pursuant to Nevada Revised Statutes 92.A Section 100 et seq. The date of such effectiveness is referred to in this Agreement as the "Closing Date."

2.2 Prior to the Closing Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Closing Date, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

## **ARTICLE III CHARTER AND BYLAWS; DIRECTORS AND OFFICERS**

3.1 The Articles of Incorporation of MSH, as in effect immediately prior to the Closing Date, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of MSH, as in effect immediately prior to the Closing Date, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of MSH immediately prior to the Closing Date shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Nevada and the Articles of Incorporation and Bylaws of the Surviving Corporation.

#### **ARTICLE IV CONVERSION OF SHARES**

4.1 The Surviving Corporation presently has approximately 2,875,000 shares of \$.001 par value common stock ("MSH Common") issued and outstanding, which shares of MSH Common are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has approximately 1000 shares of no par value common stock ("MPI Common") issued and outstanding which is owned by the Shareholders of the Merging Corporation.

4.3 At the Closing Date, each issued and outstanding share of MPI Common shall be converted into one thousand five hundred (1500) shares of MSH Common.

#### **ARTICLE V MISCELLANEOUS**

5.1 This Agreement constitutes the complete and exclusive agreement of the parties regarding the subject matter of this Agreement. No representation, statement, condition or warranty not contained in this Agreement shall be binding on Parties or have any force or effect whatsoever.

5.2 This Agreement shall be binding on, and inure to the benefit of, the Parties and their respective heirs, personal and legal representatives, executors, administrators, successors and assigns.

5.3 All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. All references in this Agreement to "Section" are references to the Sections of this Agreement unless the context clearly indicates to the contrary.

5.4 Should any provision of this Agreement be held to be void and unenforceable, the remaining provisions shall remain in full force and effect, to be read and construed as if the void or unenforceable provisions were deleted. If any term of this Agreement is held to be overly broad or unacceptable in scope or duration, such term shall be adjusted as minimally as necessary so as to be legally acceptable and shall be construed as originally so drafted.

5.5 The parties agree that irreparable damage will result if this Agreement is not performed in accordance with its terms, and the Parties agree that any damages available at law for a breach of

this Agreement would not be an adequate remedy. Therefore, the provisions hereof and the obligations of the Parties hereunder shall be enforceable in a court of equity, or other tribunal with jurisdiction, by a decree of specific performance, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies and all other remedies provided for in this Agreement shall, however, be cumulative and not exclusive and shall be in addition to any other remedies that a Party may have under this Agreement, at law or in equity. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

5.6 Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

5.7 This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts shall be construed together and constitute the same instrument.

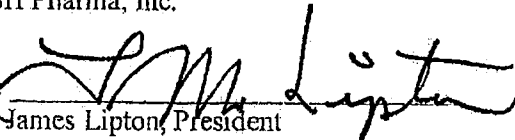
5.8 In the event that any dispute between the Parties should result in litigation or arbitration, the prevailing party(ies) in such dispute shall recover from the non-prevailing party(ies) all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. For the purposes of this Section: (a) attorneys' fees shall include, without limitation, fees incurred in the following: (1) postjudgment motions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation and (b) prevailing party shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

5.9 This Agreement shall be construed under the laws of the State of Nevada applicable to contracts wholly made and to be wholly performed in such State. Any disputes regarding this Agreement or the parties' rights and obligations under this Agreement will be submitted to binding arbitration before a single arbitrator selected in accordance with the rules of Commercial Arbitration of the American Arbitration Association ("AAA") and conducted in accordance with the AAA's rules of Commercial Arbitration as modified by this Section 5.9 and applying Nevada law. The arbitration proceedings shall be conducted in Las Vegas, Nevada. The arbitrator shall be an attorney at law licensed by the State of Nevada. The arbitrator rendering judgment upon disputes between parties shall, after reaching a decision, prepare and distribute to the parties a writing describing the findings of fact and conclusions of law relevant to such decision and any award and setting forth the reasons for the giving or denial of any requested relief. If neither party files a notice of appeal within 10 days of the decision being issued by the Arbitrator, the decision and any award made by the arbitrator shall be final and binding and not subject to

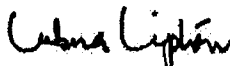
judicial review. Any judgment may be entered by any state district court of Las Vegas, Nevada, or by any other court having jurisdiction over the parties.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

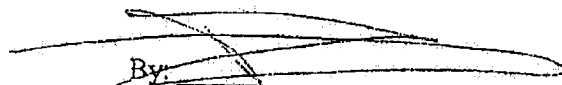
MPI:  
MSH Pharma, Inc.

By:   
James Lipton, President

ATTEST:

  
Lubna Lipton, Secretary

MSH:  
MSH BIOPHARMA, INC.

By:   
Rebecca Dubowy Posten, President

ATTEST:

  
Matthew Lipton, Secretary