

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4490469

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME	
<b>EFFECTIVE DATE:</b>	07/05/2017	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	R&T FABRIC, LLC	07/05/2017
<b>NEWLY MERGED ENTITY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ENVIROLINEN, LLC	07/05/2017
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>		
<b>Name:</b>	ENVIROLINEN, LLC	
<b>Street Address:</b>	605 NORTH PARK DRIVE, SUITE C	
<b>City:</b>	RIDGELAND	
<b>State/Country:</b>	MISSISSIPPI	
<b>Postal Code:</b>	39157	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	8518427
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Email:</b>	adelee.seidel@butlersnow.com	
<b>Correspondent Name:</b>	ADELEE SEIDEL	
<b>Address Line 1:</b>	6075 POPLAR AVE., STE. 500	
<b>Address Line 4:</b>	MEMPHIS, TENNESSEE 38187	
<b>ATTORNEY DOCKET NUMBER:</b>	045351.160591	
<b>NAME OF SUBMITTER:</b>	ADELEE SEIDEL	
<b>SIGNATURE:</b>	/Adelee Seidel/	
<b>DATE SIGNED:</b>	07/05/2017	
<b>Total Attachments: 13</b>		
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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of 5<sup>th</sup> day of July, 2017, is entered into by and between ENVIROLINEN, LLC, a Mississippi limited liability company ("EnviroLinen"), and R&T FABRIC, LLC, a Mississippi limited liability company ("R&T Fabric"). EnviroLinen and R&T Fabric are sometimes referred to herein as a "Party" or collectively as the "Parties".

### WITNESSETH:

WHEREAS, the Parties desire to enter into this Agreement to effectuate a merger of R&T Fabric with and into EnviroLinen, with EnviroLinen to be the limited liability company to survive such merger;

WHEREAS, the manager of EnviroLinen (the "EnviroLinen Manager") and the board of managers of R&T Fabric (the "R&T Fabric Board") have each determined that this Agreement and the merger of R&T Fabric with and into EnviroLinen (the "Merger") are advisable and are in the best interests of EnviroLinen and R&T Fabric, respectively, as well as each of the members of both EnviroLinen and R&T Fabric;

WHEREAS, the EnviroLinen Manager and EnviroLinen members (the "EnviroLinen Members") have adopted this Agreement and approved the Merger in accordance with the terms and conditions set forth in this Agreement and pursuant to the Revised Mississippi Limited Liability Company Act, Mississippi Code Annotated §79-29-101, *et seq.* (the "Mississippi Act");

WHEREAS, the R&T Fabric Board and the R&T Fabric members (the "R&T Fabric Members") have adopted this Agreement and approved the Merger in accordance with the terms and conditions set forth in this Agreement and pursuant to the Revised Mississippi Limited Liability Company Act, Mississippi Code Annotated §79-29-101, *et seq.* (the "Mississippi Act"); and

WHEREAS, the Parties intend that, for U.S. federal income tax purposes, the form of the Merger shall be the "assets-over" form set forth in Treas. Reg. § 1.708-1(c)(3)(i).

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants, agreements and conditions contained herein, and in order to set forth the terms and conditions of the Merger and the mode of carrying the same into effect, the Parties hereby agree as follows:

### ARTICLE I THE PLAN OF MERGER

1.1 The Merger. Prior to Closing (as defined in Article II below), EnviroLinen and R&T Fabric will duly execute and deliver for filing with the Mississippi Secretary of State, the Articles of Merger in substantially the form attached hereto as Exhibit A (the "Articles of Merger"). Upon filing of the Articles of Merger, R&T Fabric shall be merged with and into EnviroLinen, and EnviroLinen shall continue its existence and be the entity surviving the Merger

under the name Medical Grade Innovations, LLC (the "Surviving Entity"). On the Effective Date, the separate existence of R&T Fabric shall thereupon cease, and R&T Fabric shall be merged with and into the Surviving Entity with the effects provided in Section 79-29-227 of the Mississippi Act. Each Party agrees to report, for U.S. federal income tax purposes, the Merger under the "assets-over" form described in Treas. Reg. § 1.708-1(c)(3)(i) pursuant to which R&T Fabric shall be treated as contributing all of its assets and liabilities to the Surviving Entity in exchange for membership interest therein, and immediately thereafter, R&T Fabric shall be treated as distributing such membership interests in the Surviving Entity to its members in liquidation of R&T Fabric.

1.2 Certificate of Formation; Operating Agreement; Officers; and Board of Managers.

(A) Certificate. The certificate of formation of EnviroLinen, as hereafter amended, shall be the certificate of formation of the Surviving Company following the Effective Time until the same shall be further amended in accordance with the provisions thereof and under Mississippi Law.

(B) Operating Agreement. The amended and restated operating agreement of the Surviving Company, in the form attached hereto as Exhibit B (the "Operating Agreement"), shall be the operating agreement of the Surviving Company after the Effective Time until thereafter amended as provided therein and under Mississippi Law.

(C) Officers. As of the Effective Time, the officers of the Surviving Company shall be the officers set forth in the Operating Agreement.

(D) Board of Managers. As of the Effective Time, the board of managers of the Surviving Company shall be the board of managers set forth in the Operating Agreement.

1.3 Effective Time of the Merger. The Merger shall become effective as of the time (the "Effective Time") of the filing of the Articles of Merger with the Secretary of State of Mississippi, or at such later time provided for in the Articles of Merger.

1.4 Conversion of R&T Fabric Stock. Each unit of membership interest of R&T Fabric issued and outstanding immediately prior to the Effective Time shall, at the Effective Time, automatically and without any action on the part of any holder thereof, be converted to 2.6 units of membership interests of the Surviving Company.

1.5 Further Assurances. If, at any time after the Effective Time, the Surviving Company shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company, the title to any property or right of R&T Fabric acquired or to be acquired by reason of, or as a result of, the Merger, or (b) otherwise to carry out the purposes of this Agreement, R&T Fabric and its officers and managers shall and will execute and deliver all such property, deeds, assignments and assurances in law and do all acts necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Company and otherwise to carry out the purposes of this Agreement, and that the officers and managers of the Surviving Company, are each fully authorized to take any and all such action.

## ARTICLE II CLOSING

2.1 Closing. The consummation of the transactions provided for in this Agreement (the "Closing") shall occur on or before July 5, 2017, or as soon as possible thereafter, (a) at the offices of Butler Snow LLP, 1200 Highland Colony Parkway, 14<sup>th</sup> Floor, Ridgeland, Mississippi 39157 (or by exchange of documentation) on the business day on which the last of the conditions set forth in Article V hereof is fulfilled or waived or (b) at such other time and place as the Parties hereto may agree. At the time and place of the Closing, the applicable Parties shall have delivered, or caused to be delivered, to the other the agreements, certificates, documents and materials described in Sections 2.2 through 2.4 below. The Parties agree that the Closing may take place by the electronic, facsimile, and/or overnight courier exchange of executed documents. The actual date on which the Closing shall occur is referred to in this Agreement as the "Closing Date."

2.2 Third Party Notifications and Consents. The Parties shall have given such notices, and obtained such authorizations, consents, approvals or waivers, in any case required to give effect to the Merger (a) pursuant to the requirements of the Mississippi Act, and (b) as set forth in Section 3.1(c) hereof; except that the Parties may by mutual agreement waive the requirement to obtain any such permits, authorizations, consents, approvals or waivers unless prohibited under the Mississippi Act.

2.3 Closing Certificates. Each of the Parties shall cause to be delivered to the other the following:

(A) A certificate dated the Closing Date signed by an authorized representative of each Party certifying that the attached copy of resolutions adopted by the manager or board of managers, as applicable, and the members of each Party authorizing the Merger and its execution, delivery and performance of this Agreement, and the name or names of those managers or officers authorized to execute this Agreement and otherwise act for and in the name of such Party with respect to the matters provided for herein, is true and complete and remains in full force and effect; and

(B) A certificate dated the Closing Date signed by an authorized representative of each of the Parties to the effect that, to the best of such authorized representative's knowledge, (i) the Party on behalf of which the certificate is being delivered has performed and complied with all of its material agreements and obligations and has performed and satisfied all of the material conditions to be performed or satisfied by it on or prior to the Closing Date and (ii) the representations and warranties of the Party contained in Article III of this Agreement are true and correct in all material respects (in each case, subject to the qualifications, if any, described therein) on and as of the Closing Date with the same force and effect as if made on and as of the Closing Date.

2.4 Possession. R&T Fabric shall have delivered to EnviroLinen possession and exclusive custody of all the assets of R&T Fabric (the "Assets"), for which purposes R&T Fabric shall have taken such steps reasonably requested by EnviroLinen to (a) enable EnviroLinen to control access to and obtain full enjoyment of all of the Assets, and (b) designate signatories

approved by EnviroLinen to draw on the bank accounts maintained by R&T Fabric or obtain access to any safety deposit box or similar repository maintained by R&T Fabric.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Representations by EnviroLinen. EnviroLinen represents and warrants to R&T Fabric that the statements set forth in this Section 3.1 below are correct and complete as of the date hereof and will be correct and complete as of the Effective Time as though made then and as though the Effective Time were substituted for the date of this Agreement throughout this Section 3.1.

(A) Organization, Qualification and Power. EnviroLinen (1) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Mississippi, (2) has the power and authority to own, lease and operate all of its properties and to carry on its business as it is now being conducted, and (3) is duly qualified or licensed to do business, and is in good standing, in each other jurisdiction where the ownership of its properties or the nature or conduct of its business requires it to be so qualified or licensed. True and exact copies of EnviroLinen's certificate of formation and operating agreement, each as amended to date, have been previously provided to R&T Fabric and such instruments, as so amended, are in full force and effect at the date hereof.

(B) Authority. EnviroLinen has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by EnviroLinen of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by its Manager whose approval is required to give effect hereto. Other than the approval of EnviroLinen Members and the EnviroLinen Manager, no other limited liability company or institutional proceedings on the part of EnviroLinen are necessary to authorize the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby. Upon execution and delivery of this Agreement by EnviroLinen, assuming the due authorization, execution and delivery of this Agreement by R&T Fabric, this Agreement is a valid and binding agreement of EnviroLinen enforceable against it in accordance with its terms, except as such enforcement is subject to the effect of (i) any applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting creditors' rights generally and (ii) general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

(C) Non-Contravention; Consents Required. The execution and delivery of this Agreement by EnviroLinen does not, and the consummation by EnviroLinen of the transactions contemplated hereby will not:

(1) Violate any provision of the certificate of formation, operating agreement, or other governing documents of EnviroLinen; or

(2) Except as set forth on Schedule 3.1(C)(2) and as may be required under the Mississippi Act, require such Party to notify, make any filing or registration with (except for the filing of the Articles of Merger), or obtain the permission, consent, authorization or approval of, any Person or any court, arbitrational tribunal, administrative agency or commission or other governmental or regulatory authority or agency ("Governmental Entity") in order to not (a) violate, conflict with or result, with or without the giving of notice and/or the lapse of time, in a violation of any provision of, or (b) result in the acceleration of or entitle any Party to accelerate (with or without the giving of notice and/or lapse of time) any obligation under, (c) result in the creation or imposition of any material lien, charge, restriction, pledge, security interest, encumbrance, hypothecation, title retention, or other security arrangement (each, a "Lien") upon any of the property of EnviroLinen pursuant to, or (d) result in the loss of any privilege, right or prerogative under (i) any provision of, any mortgage, lease, agreement, license or instrument or (ii) any order, arbitration award, judgment or decree to which EnviroLinen is a Party or by which any of its assets are bound, (iii) any applicable Law, or (iv) any Permit.

3.2 Representations by R&T Fabric. R&T Fabric represents and warrants to EnviroLinen that the statements set forth in this Section 3.2 below are correct and complete as of the date hereof and will be correct and complete as of the Effective Time as though made then and as though the Effective Time were substituted for the date of this Agreement throughout this Section 3.2.

(A) Organization, Qualification and Power. R&T Fabric (1) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Mississippi, (2) has the power and authority to own, lease and operate all of its properties and the Assets and to carry on its business as it is now being conducted, and (3) is duly qualified or licensed to do business, and is in good standing, in each other jurisdiction where the ownership of its properties or the nature or conduct of its business requires it to be so qualified or licensed. True and exact copies of R&T Fabric's certificate of formation and operating agreement, each as amended to date, have been previously provided to EnviroLinen, and such instruments, as so amended, are in full force and effect at the date hereof.

(B) Authority. R&T Fabric has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by R&T Fabric of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by R&T Fabric Board. Other than the approval of R&T Fabric Members, no other corporate or institutional proceedings on the part of R&T Fabric is necessary to authorize the execution and delivery of this Agreement. Upon execution and delivery of this Agreement R&T Fabric, assuming the due authorization, execution and delivery of this Agreement by EnviroLinen, this Agreement is a valid and binding agreement of R&T Fabric enforceable against it in accordance with its terms, except as such enforcement is subject to the effect of (i) any applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting creditors' rights generally and (ii) general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

(C) Non-Contravention; Consents Required. The execution and delivery of this Agreement by R&T Fabric does not, and the consummation by R&T Fabric of the transactions contemplated hereby will not:

(1) Violate any provision of the certificate of formation, operating agreement, or other governing documents of R&T Fabric; or

(2) Except as set forth on Schedule 3.2(C)(2) and as may be required under the Mississippi Act, require such Party to notify, make any filing or registration with (except for the filing of the Articles of Merger), or obtain the permission, consent, authorization or approval of, any Person or Governmental Entity in order to not (a) violate, conflict with or result, with or without the giving of notice and/or the lapse of time, in a violation of any provision of, or (b) result in the acceleration of or entitle any Party to accelerate (with or without the giving of notice and/or lapse of time) any obligation under, (c) result in the creation or imposition of any material Lien upon any of the property of R&T Fabric pursuant to, or (d) result in the loss of any privilege, right or prerogative under (i) any provision of, any mortgage, lease, agreement, license or instrument or (ii) any order, arbitration award, judgment or decree to which R&T Fabric is a Party or by which any of its assets are bound, (iii) any applicable Law, or (iv) any Permit.

#### **ARTICLE IV ADDITIONAL COVENANTS AND AGREEMENTS**

4.1 Conduct of Business. During the period from the date hereof to the Effective Time, except as otherwise contemplated by this Agreement, R&T Fabric and EnviroLinen shall conduct their respective operations in the ordinary and usual course of business and shall use commercially reasonable efforts to (a) preserve substantially intact their respective business organizations, (b) keep available the services of their professional and other employees, and (c) maintain their present relationships, taken as a whole, with licensors, customers, suppliers, and others having significant business relationships with them, and shall cause their respective representatives to confer with each other and to keep each other informed with respect to the general status of the ongoing operations of their businesses.

4.2 Consents and Authorizations. As soon as practicable, each of the Parties will commence to take all action reasonably required or requested to obtain all authorizations, consents, orders and approvals of, and to provide notification to, all third parties and all federal, state and local regulatory bodies and officials which may be or become necessary for its execution and delivery of, and the performance of its obligations pursuant to, this Agreement and will cooperate fully with the other in promptly seeking to obtain all such authorizations, consents, orders and approvals.

4.3 Indemnification of Officers and Managers. All rights to indemnification under R&T Fabric's certificate of formation, operating agreement, or undertakings existing in favor of those individuals who are, or were, managers and officers of R&T Fabric at or prior to the date of this Agreement (the "Indemnified Persons") shall survive the Merger and shall be observed and honored by the Surviving Company to the fullest extent permitted by the Mississippi Act. To the extent that the Surviving Company's certificate of formation and operating agreement



provide greater rights to individuals who are or were managers and officers of the Surviving Company at the Effective Time, then any such greater rights shall also inure to the benefit of the Indemnified Persons who are or were managers and officers of R&T Fabric at or prior to the date of this Agreement. This Section 4.4 shall survive the consummation of the Merger and continue in full force and effect and is intended to benefit, and shall be enforceable by, each such Indemnified Person as a third-party beneficiary.

## ARTICLE V CONDITIONS PRECEDENT

The obligations of the Parties to consummate the Merger under this Agreement are subject to the satisfaction or waiver prior to or at the Closing of each of the following conditions:

5.1 Accuracy of Representations and Warranties. The representations and warranties of the Parties contained in this Agreement shall be true and correct at and as of the Closing as though made at and as of that time (other than such representations and warranties as are specifically made as of another date, in which case no material adverse change shall have occurred with respect thereto) and each of the Parties shall have delivered to the other the certificates referenced in Section 2.4.

5.2 Compliance with Covenants. EnviroLinen and R&T Fabric shall each have performed and complied in all material respects with all covenants of this Agreement to be performed or complied with by them at or prior to the Closing, and the applicable Parties shall each have delivered to, or cause to be delivered, such matters provided for in Article II of this Agreement.

5.3 Approval of R&T Fabric Members. This Agreement shall have been duly approved by R&T Fabric Members in accordance with R&T Fabric's certificate of formation and operating agreement and applicable Law, including the Mississippi Act, and each of the R&T Fabric Members shall have executed and delivered that certain New Member Certification in the form attached hereto as Exhibit C (the "New Member Certification").

5.4 Approval of EnviroLinen Members. This Agreement shall have been duly approved by EnviroLinen Members in accordance with EnviroLinen's certificate of formation and operating agreement and applicable Law, including the Mississippi Act.

5.5 Other Approvals. All approvals, consents, and waivers from or of any Governmental Entity required to consummate the transactions contemplated by this Agreement shall have been obtained and shall remain in full force and effect, and all statutory waiting periods in respect thereof shall have expired.

## ARTICLE VI TERMINATION; AMENDMENT; AND WAIVER

6.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Closing:

- (A) by mutual written consent of all the Parties; or

(B) immediately by either of EnviroLinen or R&T Fabric, as applicable, by written notice to the other if any court of competent jurisdiction or other Governmental Entity shall have issued an order, decree or ruling or taken any other action (which order, decree or ruling the Parties shall use their commercially reasonable efforts to lift or reverse) permanently restraining, enjoining or otherwise prohibiting the Merger and such order, decree, ruling or other action shall have become final and nonappealable.

6.2 Effect of Termination. In the event of the termination and abandonment of this Agreement pursuant to Section 6.1, this Agreement shall forthwith become void and have no effect, without any liability on the part of any Party, provided that the provisions set forth in Article VII shall survive any such termination. Notwithstanding the foregoing, termination of this Agreement shall not relieve any of the Parties from liability for any willful or knowing breach, prior to such termination, of the terms and provisions of this Agreement.

6.3 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of the Parties.

6.4 Extension; Waiver. If the transactions provided for herein shall be consummated and the Articles of Merger shall be filed as herein contemplated, then the Parties shall be deemed to have (a) extended the time for the performance of any of the obligations or other acts of the other Party to the date of filing of the Articles of Merger, (b) waived any then known inaccuracies in the representations and warranties of the other Party contained herein or in any document, certificate or writing delivered pursuant hereto, and (c) waived compliance by the other Party with any of the agreements or conditions contained herein which shall not have been complied with.

## ARTICLE VII

### MISCELLANEOUS

7.1 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, each Party shall pay its own fees and expenses incident to the negotiation, preparation and execution of this Agreement, including the fees and expenses of counsel, accountants and other experts.

7.2 Execution in Counterparts. For the convenience of the Parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.3 Notices. All notices and other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing, shall be effective when received, and shall in any event be deemed to have been received (a) when delivered, if delivered personally or by commercial delivery service, (b) three (3) business days after deposit with the U.S. Mail, if mailed by registered or certified mail (return receipt requested), (c) one (1) business day after the business day of timely deposit with a recognized national courier service for next day delivery (or two (2) business days after such deposit if timely deposited for second business day delivery), if delivered by such means or (d) one (1) business day after delivery by facsimile transmission with copy by U.S. Mail, if sent via facsimile plus mail copy (with

acknowledgement of complete transmission), to the Parties at their addresses set forth beneath their signatures below, or to such other address or addresses as any Party shall have designated by notice in writing to the other. All notices may be made by electronic mail or other electronic transmission. As used in this Agreement, the term "electronic transmission" means and refers to any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient of the communication, and that may be directly reproduced in paper form by such a recipient through an automated process.

7.4 Entire Agreement. This Agreement and its Exhibits constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, oral and written, with respect to the subject matter hereof. No representation, warranty, promise, inducement or statement of intention has been made by any Party hereto which is not embodied in this Agreement, and no Party shall be bound by, or be liable for, any alleged representation, warranty, promise, inducement or statement of intention not embodied herein or therein.

7.5 Governing Law and Venue. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Mississippi, without regard to its provisions regarding conflicts of laws.

7.6 Binding Effect; Benefits. This Agreement shall inure to the benefit of the Parties and each of their respective successors and assigns. This Agreement shall be binding upon the Parties and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any other Person any rights, remedies, obligations or liabilities under or by reason of this Agreement.

7.7 Assignability. Neither this Agreement nor any of the Parties' rights hereunder shall be assignable by any Party without the prior written consent of the other.

7.8 Prevailing Party. The prevailing Party in any suit or action brought against any other Party to enforce the terms of this Agreement or any rights or obligations hereunder shall be entitled to receive reimbursement of its costs, expenses and reasonable attorneys' fees actually incurred in connection with such suit or action.


7.9 Public Announcements. Prior to the Effective Time, the Parties will not issue any press release or otherwise make any public statement with respect to the transactions contemplated herein, without the consent of R&T Fabric and EnviroLinen.

7.10 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision has never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this

Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

ENVIROLINEN, LLC

By:   
Bert H. Rubinsky, Manager

R&T FABRIC, LLC

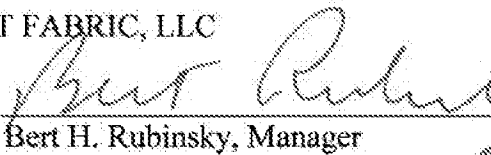
By:   
Bert H. Rubinsky, Manager

EXHIBIT A

Articles of Merger

*[See attached]*

**F0013**

**2016273546**

**Fee: \$ 50**



**DELBERT HOSEMANN**  
*Secretary of State*

**P.O. BOX 136**  
**JACKSON, MS 39205-0136**

**TELEPHONE: (601) 359-1633**

**Articles of Merger**

**Merging Business(es)**

<i>Business ID</i>	<i>Name of Entity</i>	<i>Entity Type</i>	<i>State</i>
969059	R&T Fabric, LLC	Limited Liability Company	MS

**Survivor Details**

<i>Business ID:</i> 1068559	<i>Business Name:</i> EnviroLinen, LLC
<i>State:</i> MS	<i>Entity Type:</i> Limited Liability Company

***New Name:*** Medical Grade Innovations, LLC

***New Principal Office Address:*** 605 Northpark Drive, Suite C  
Ridgeland, MS 39157

A plan of merger signed by a representative of each company involved in the merger must be attached.

**Mailing Instructions**

Please make the \$ 50 check for the filing fee payable to the MISSISSIPPI SECRETARY OF STATE. Mail the completed form with payment to SECRETARY OF STATE, PO BOX 136, JACKSON, MS 39205-0136. For assistance contact a customer service representative at (601) 359-1633 or visit our website at <http://sos.ms.gov>.

ATTACHMENT TO ELECTRONIC MERGER FILING

FOR THE MERGER OF

R&T FABRIC, LLC

INTO

ENIVROLINEN, LLC

This Attachment and the electronic form it accompanies, together, constitute a Certificate of Merger pursuant to Section 79-29-225 of the Revised Mississippi Limited Liability Company Act (the the "Act"). The purpose of this Attachment is to supplement the electronic form to comply with the Act.

The merger shall be effective upon the date the Certificate of Merger is filed with the Secretary of State of the State of Mississippi (the "Effective Date").

The Agreement and Plan of Merger (the "Agreement") was duly approved by the members of each of R&T Fabric, LLC and EnviroLinen, LLC (collectively, the "Parties") in the manner required by the Act and the applicable certificate of formation and operating agreement.

The Agreement and the performance of its terms were duly authorized by all action required under the laws of the State of Mississippi, the certificate of formation and the organizational documents of each of the Parties.

R&T FABRIC, LLC

By: \_\_\_\_\_  
Bert H. Rubinsky, Manager

ENVIROLINEN, LLC

By: \_\_\_\_\_  
Bert H. Rubinsky, Manager

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