

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4834979

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	01/04/2010

CONVEYING PARTY DATA	
Name	Execution Date
ROGER WILLIAMS HOSPITAL	01/04/2010
ROGER WILLIAMS MEDICAL CENTER	01/04/2010

NEWLY MERGED ENTITY DATA	
Name	Execution Date
ROGER WILLIAMS HOSPITAL	01/04/2010

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)	
Name:	ROGER WILLIAMS MEDICAL CENTER
Street Address:	3415 S. SEPULVEDA BLVD., 9TH FLOOR
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90034

PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7820718
Patent Number:	7015251
Patent Number:	7910314
Patent Number:	7576186
Patent Number:	8216607
Patent Number:	9206440
Application Number:	14960236

CORRESPONDENCE DATA	
Fax Number:	(213)891-8763
<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>	
Email:	rhonda.deleon@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	355 SOUTH GRAND AVENUE
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560

PATENT

ATTORNEY DOCKET NUMBER:	049937-0016
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	02/22/2018

Total Attachments: 11

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source=Exhibit A 1-4-2010 RWH and RWMC merger#page11.tif

Filing Fee: See Instructions

ID Number: 30276



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

FILED

JAN 04 2010

ARTICLES OF MERGER OR CONSOLIDATION INTO

Roger Williams Hospital

(Insert full name of surviving or new entity on this line.)

SECTION I: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Pursuant to the applicable provisions of the General Laws of Rhode Island, 1956, as amended, the undersigned entities submit the following Articles of ☒ Merger or ☐ Consolidation (check one box only) for the purpose of merging or consolidating them into one entity.

- a. The name and type (for example, business corporation, non-profit corporation, limited liability company, limited partnership, etc.) of each of the merging or consolidating entities and the state under which each is organized are:

Name of entity	Type of entity	State under which entity is organized
Roger Williams Hospital	Non-Profit Corporation	RI
Roger Williams Medical Center 30269	Non-Profit Corporation	RI

- b. The laws of the state under which each entity is organized permit such merger or consolidation.

- c. The full name of the surviving or new entity is Roger Williams Hospital
which is to be governed by the laws of the state of Rhode Island

- d. The attached Plan of Merger or Consolidation was duly authorized, approved, and executed by each entity in the manner prescribed by the laws of the state under which each entity is organized. (Attach Plan of Merger or Consolidation)

- e. If the surviving entity's name has been amended via the merger, please state the new name:
Roger Williams Medical Center

- f. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, and such surviving or new entity is not qualified to conduct business in the state of Rhode Island, the entity agrees that it: (i) may be served with process in Rhode Island in any proceeding for the enforcement of any obligation of any domestic entity which is a party to the merger or consolidation; (ii) irrevocably appoints the Secretary of State as its agent to accept service of process in any action, suit, or proceeding; and (iii) the address to which a copy of such process of service shall be mailed to it by the Secretary of State is:
N/A

- g. These Articles of Merger or Consolidation shall be effective upon filing unless a specified date is provided which shall be no later than the 90th day after the date of this filing effective January 4, 2010

SECTION II: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A BUSINESS CORPORATION PURSUANT TO TITLE 7, CHAPTER 1.2 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the surviving or new entity is to be governed by the laws of a state other than the State of Rhode Island, such surviving or new entity hereby agrees that it will promptly pay to the dissenting shareholders of any domestic corporation the amount, if any, to which they shall be entitled under the provisions of Title 7, Chapter 1.2 of the General Laws of Rhode Island, 1956, as amended, with respect to dissenting shareholders.

- b. Complete the following subparagraphs i and ii only if the merging business corporation is a subsidiary corporation of the surviving corporation.

- i) The name of the subsidiary corporation is _____
- ii) A copy of the plan of merger was mailed to shareholders of the subsidiary corporation (such date shall not be less than 30 days from the date of filing) _____

- c. As required by Section 7-1.2-1003 of the General Laws, the corporation has paid all fees and franchise taxes.

.....

SECTION III: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A NON-PROFIT CORPORATION PURSUANT TO TITLE 7, CHAPTER 6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED.

- a. If the members of any merging or consolidating non-profit corporation are entitled to vote thereon, attach a statement for each such non-profit corporation which sets forth the date of the meeting of members at which the Plan of Merger or Consolidation was adopted, that a quorum was present at the meeting, and that the plan received at least a majority of the votes which members present at the meeting or represented by proxy were entitled to cast; OR attach a statement for each such non-profit corporation which states that the plan was adopted by a consent in writing signed by all members entitled to vote with respect thereto.
- b. If any merging or consolidating corporation has no members, or no members entitled to vote thereon, then as to each such non-profit corporation attach a statement which states the date of the meeting of the board of directors at which the plan was adopted, and a statement of the fact that the plan received the vote of a majority of the directors in office.

.....

SECTION IV: TO BE COMPLETED ONLY IF ONE OR MORE OF THE MERGING OR CONSOLIDATING ENTITIES IS A LIMITED PARTNERSHIP PURSUANT TO TITLE 7, CHAPTER 13 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED

- a. The agreement of merger or consolidation is on file at the place of business of the surviving or resulting domestic limited partnership or other business entity and the address thereof is: _____
- b. A copy of the agreement of merger or consolidation will be furnished by the surviving or resulting domestic limited partnership or other business entity, on request and without cost, to any partner of any domestic limited partnership or any person holding an interest in any other business entity which is to merge or consolidate.

.....

SECTION V: TO BE COMPLETED BY ALL MERGING OR CONSOLIDATING ENTITIES

Under penalty of perjury, we declare and affirm that we have examined these Articles of Merger or Consolidation, including any accompanying attachments, and that all statements contained herein are true and correct.

Roger Williams Hospital

Print Entity Name

By: _____

K. M. Seidete
Name of person signing

President & CEO

Title of person signing

By: _____

David L. Cannon
Name of person signing

Secretary

Title of person signing

Roger Williams Medical Center

Print Entity Name

By: _____

K. M. Seidete
Name of person signing

President & CEO

Title of person signing

By: _____

David L. Cannon
Name of person signing

Secretary

Title of person signing

**Roger Williams Hospital
Corporate ID No. 30276**

Attachment to Articles of Merger or Consolidation

Section III (a): Statement of Roger Williams Medical Center

On December 10, 2009 at a meeting of the members of Roger Williams Medical Center at which a quorum was present, the Plan of Merger between Roger Williams Hospital and Roger Williams Medical Center was adopted and received a majority of the votes which members present at the meeting were entitled to cast with respect thereto.

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SECRETARY OF STATE
CORPORATIONS DIV
2010 JAN -4 AM 8:36

Roger Williams Hospital
Corporate ID No. 30276

Attachment to Articles of Merger or Consolidation

Section III (b): Statement of Roger Williams Hospital

On December 10, 2009, at a meeting of the Board of Trustees of Roger Williams Hospital, the Plan of Merger between Roger Williams Hospital and Roger Williams Medical Center was adopted and received the vote of a majority of the Trustees in office with respect thereto.

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PLAN OF MERGER

This PLAN OF MERGER dated as of January 4, 2010, by and between Roger Williams Hospital, a Rhode Island nonprofit corporation ("RWH"), and Roger Williams Medical Center, a Rhode Island nonprofit corporation ("RWMC".)

WHEREAS, RWH and RWMC are parties to a Health Care System Affiliation and Development Agreement among RWH, RWMC, Saint Joseph's Health Services of Rhode Island ("SJHSRI") and Roman Catholic Bishop of Providence dated February 2, 2009 (the "Definitive Agreement");

WHEREAS, pursuant to the Definitive Agreement, and to effectuate the affiliation with SJHSRI contemplated therein (the "Affiliation"), among other things, RWMC shall merge into RWH or otherwise transfer all of its assets and liabilities to RWH, with RWH as the surviving entity;

WHEREAS, the parties to the Definitive Agreement have received all material approvals necessary for the Affiliation to proceed;

WHEREAS, the Effective Date of the Affiliation is planned for January 4, 2010, which date shall be deemed the Effective Date of the merger (as defined below); and

WHEREAS, the Boards of Trustees of the two corporations, in considering the shared interests and missions of RWH and RWMC, deem it advisable and in the best interest of each that RWMC be merged with and into RWH (the "Merger).

NOW, THEREFORE, to effect the Merger and in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereto do hereby agree to the terms and conditions of the Merger as follows:

1. **Merger of RWMC into RWH.**

Upon the Effective Date of the Merger, RWMC shall be merged with and into RWH, and RWH shall be the surviving corporation, pursuant to the terms and conditions set forth in herein and applicable provisions of Rhode Island law. The corporate existence of RWH with all of its purposes, powers and authority, shall, except as provided herein with respect to amendment of RWH's Articles of Incorporation and Bylaws, continue unaffected and unimpaired by the Merger.

Upon the Effective Date of the Merger, the separate corporate existence of RWMC shall cease, and thereupon RWH and RWMC shall be a single nonprofit corporation upon filing of the amendment of the RWH Articles of Incorporation and RWH shall continue to be governed by the laws of the State of Rhode Island.

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2. Vesting of Assets and Liabilities of RWMC in RWH.

Upon the Effective Date of the Merger, all rights, immunities, privileges, powers and liabilities of the two corporations, all property, real, personal and mixed, all debts due on account, and all other things belonging to the two corporations and all and every other interest, shall vest in RWH without further act or deed as effectually as they were vested in the former corporations, and RWH shall thenceforth assume and be responsible for all debts, liabilities, obligations and duties of each of the corporations and all debts, liabilities, obligations and duties shall thenceforth attach to RWH and may be enforced against it to the same extent as if said debts, liabilities, obligation and duties had been incurred or contracted by it. The liabilities of each corporation or of their trustees or officers shall not be affected, nor shall the rights of creditors thereof or of any person dealing with the two corporations, and all rights of creditors of the two corporations shall be preserved unimpaired, and any action or proceedings pending by or against any of the two corporations may be prosecuted the same as if the Merger had not taken place, and shall bind RWH, or RWH may be proceeded against or substituted in place of the RWMC.

If at any time after the Effective Date of the Merger RWH shall consider or be advised that any further assignments or assurances in law or any other things are necessary or desirable to vest, perfect or confirm, on record or otherwise, in RWH the title to any property or rights of RWMC acquired or to be acquired by reason of, or as a result of, the Merger, RWMC and its proper officers and trustees shall and will execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary or proper to vest, perfect or confirm title to such property or rights in RWH and otherwise to carry out the purpose of this Agreement, and the proper officers and trustees of RWMC and the proper officers and trustees of RWH are fully authorized in the name of RWMC or otherwise to take any and all such action.

3. Name Change of Surviving Corporation.

RWH shall be the surviving corporation and contemporaneous and upon the effectiveness of the Merger, the name of the surviving corporation, RWH, shall be changed to: Roger Williams Medical Center.

4. Articles of Incorporation.

The Articles of Incorporation of RWH shall be amended and restated as set forth in the form set forth in Exhibit A attached hereto.

The parties will file appropriate Articles of Merger and such other documents as may be required by the Secretary of State of the State of Rhode Island.

5. Bylaws.

The Bylaws of the surviving corporation shall be the Bylaws of RWH, except that, upon the Effective Date of the Merger, the Bylaws shall thereupon be amended to read in their entirety as set forth in the Bylaws attached hereto and made a part hereof as Exhibit B. Such Amended Bylaws shall be the Bylaws of the surviving corporation until the same shall thereafter be altered, amended or repealed from time to time in accordance with law, the Articles of Incorporation of the surviving corporation and said Bylaws.

6. Trustees of Surviving Corporation.

On and after the Effective Date of the Merger, the members of the Board of Trustees of RWH shall be the current trustees of RWH.

7. Officers of Surviving Corporation.

On and after the Effective Date of the Merger, the current officers of RWH shall be the officers of the surviving corporation.

8. Procedural Provisions.

(a) Submission to RWH and RWMC Boards of Trustees.

This Plan of Merger has been submitted to and approved by the Boards of Trustees of RWH and RWMC in accordance with and in the manner provided in the Rhode Island Nonprofit Corporation Act.

(b) Effective Date of the Merger.

Provided that the Boards of RWH and RWMC shall have approved and adopted this Plan of Merger by the vote required of a majority of Trustees, and provided further that all necessary state and federal filings and approvals (if any) have been made or obtained, as the case may be, and provided further that this Plan of Merger and all appropriate Articles of Merger and certificates in respect thereof have been filed and/or recorded with the Rhode Island Secretary of State, the Merger shall become effective upon the date specified in the Articles of Merger filed with the Rhode Island Secretary of State, which date shall be January 4, 2010.

9. Assets, Liabilities, Reserves, Accounts.

Upon the Effective Date of the Merger, the assets, liabilities, reserves and accounts of RWMC shall be taken upon the books of RWH and such other acts or actions as may be recommended by the accountants for RWH and RWMC.

10. Corporate Acts of RWMC.

All corporate acts, plans and policies of RWMC, Board of Trustees, committees, officers and agents, to the extent not inconsistent with the acts, plans or policies of the

surviving corporation, which were valid and effective immediately prior to the Effective Date of the Merger shall be taken for all purposes as the acts, plans and policies of the surviving corporation, and shall be as effective and binding thereon as the same were with respect to RWMC.

11. Termination.

This Plan of Merger shall be considered terminated and abandoned in the event that it is not approved by or is subsequently revoked by the Boards of RWH and RWMC.

In the event of the termination and abandonment of this Plan of Merger, this Agreement shall become void and have no effect and there shall be no liability on the part of the two corporations, trustees or officers in respect thereof.

12. Governing Law.

This Plan of Merger shall be construed in accordance with the laws of the State of Rhode Island.

13. Cooperation in Carrying Out Agreement.

RWH and RWMC agree to cooperate in carrying out the provisions of this Plan of Merger to the end that the Merger contemplated herein may be duly consummated, and, until such consummation, to carry on business and conduct their affairs in, and only in, the usual and customary manner.

14. No Rights or Remedies in Third Parties.

Except as otherwise expressly provided in this Plan of Merger, nothing herein expressed or implied is intended, or shall be construed, to confer upon or give any person, firm or corporation other than RWH and RWMC any rights or remedies under or by reason of this Plan of Merger.

15. Entire Agreement.

This Plan of Merger shall constitute the entire agreement between the parties and shall not be modified except by a further agreement in writing executed by authorized representatives of both parties.

16. Severability.


In the event that, for any reason, any provision of this Plan of Merger is construed to be invalid, the invalidity of such provision is not to be considered or held to impair or invalidate any other provision of this Plan of Merger.


17. Filing of Required Documents.

The parties hereby agree to file in a timely manner such documents as are required, in the opinion of counsel, to be filed with any governmental authority.


IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed by its authorized officers this 21 day of December, 2009.

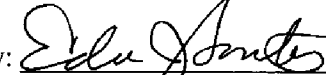
ROGER WILLIAMS HOSPITAL

By: 
Kenneth H. Belcher
Title: President & CEO

By: 
Edwin J. Santos
Title: Chair of the Board

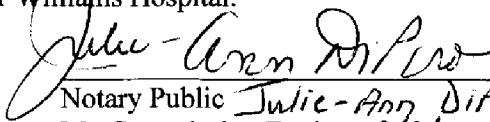
ROGER WILLIAMS MEDICAL
CENTER

By: 
Kenneth H. Belcher
Title: President & CEO

By: 
Edwin J. Santos
Title: Chair of the Board

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

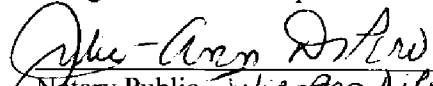
In Providence on the 21 day of December, 2009, before me personally appeared Kenneth H. Belcher, the duly authorized President and CEO of Roger Williams Hospital, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument, so executed, to be his free act and deed in said capacity and the free act and deed of Roger Williams Hospital.


Notary Public Julie-Ann DiPiro
My Commission Expires: 2/2/13

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

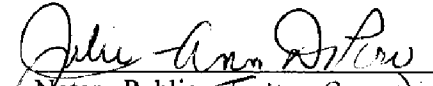
In Providence on the 21 day of December, 2009, before me personally appeared Edwin J. Santos, the duly authorized Chair of the Board of Trustees of Roger Williams Hospital, to me known and known by me to be the party executing the

foregoing instrument and acknowledged said instrument, so executed, to be his free act and deed in said capacity and the free act and deed of Roger Williams Hospital.


Notary Public Julie-Ann DiPiro
My Commission Expires: 9/9/13

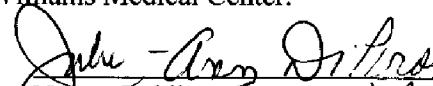
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 21 day of December 2009, before me personally appeared Kenneth H. Belcher, the duly authorized President & CEO of Roger Williams Medical Center, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument, so executed, to be his free act and deed in said capacity and the free act and deed of Roger Williams Medical Center.


Notary Public Julie-Ann DiPiro
My Commission Expires: 9/9/13

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 21 day of December, 2009, before me personally appeared Edwin J. Santos, the duly authorized Chair of the Board of Trustees of Roger Williams Medical Center, to me known and known by me to be the party executing the foregoing instrument and acknowledged said instrument, so executed, to be his free act and deed in said capacity and the free act and deed of Roger Williams Medical Center.


Notary Public Julie-Ann DiPiro
My Commission Expires: 9/9/13



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly
executed in accordance with the provisions of Title 7 of the General Laws
of Rhode Island, as amended, has been filed in this office on this day:
January 04, 2010 8:36 AM

A handwritten signature in black ink, appearing to read "A. Ralph Mollis".

A. RALPH MOLLIS

Secretary of State

