

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6217086

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|---|--|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 06/08/2020 | | |
| CONVEYING PARTY DATA | | | |
| Name | | | Execution Date |
| MEDICAL PACKAGING INCORPORATED | | | 06/08/2020 |
| RECEIVING PARTY DATA | | | |
| Name: | MEDICAL PACKAGING, INC., D/B/A MEDICAL PACKAGING OF DE, INC. | | |
| Street Address: | 8 KING COURT | | |
| City: | FLEMINGTON | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08822 | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | | |
| Patent Number: | 9969518 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)932-6499 | | |
| <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> | | | |
| Phone: | 2149326400 | | |
| Email: | sshernandez@mcguirewoods.com | | |
| Correspondent Name: | EMILY S. VOORHEIS | | |
| Address Line 1: | 1750 TYSONS BLVD., SUITE 1800 | | |
| Address Line 2: | MCGUIREWOODS LLP | | |
| Address Line 4: | TYSONS CORNER, VIRGINIA 22102 | | |
| ATTORNEY DOCKET NUMBER: | 2079676-0001 | | |
| NAME OF SUBMITTER: | STEPHANIE HERNANDEZ | | |
| SIGNATURE: | /Stephanie Hernandez/ | | |
| DATE SIGNED: | 07/24/2020 | | |
| Total Attachments: 5 | | | |
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| source=MPI - Certificate of Merger_Consolidation#page2.tif | | | |
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| FILED |
| JUN 17 2020 |
| STATE TREASURER |

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New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Profit Corporations)

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue's office.

1. Type of Filing (check one): ☒ Merger ☐ Consolidation
2. Name of Surviving Business Entity: Medical Packaging, Inc. d/b/a Medical Packaging of DE, Inc.
3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:
- | Name | Jurisdiction | Identification # Assigned by Treasurer (if applicable) |
|---|--------------|--|
| Medical Packaging Incorporated | NJ | 0100-3063-68 |
| Medical Packaging, Inc. d/b/a Medical Packaging of DE, Inc. | DE | 0101-0555-78 |

4. Date Merger/Consolidation adopted: 5/7/20

5. Voting: (all corporations involved; attach additional sheets if necessary)
- a Corp. Name Medical Packaging Incorporated Outstanding Shares 2,500
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☒

- b Corp. Name _____ Outstanding Shares _____
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐

- c Corp. Name _____ Outstanding Shares _____
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐

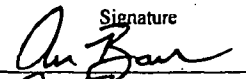

6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

7. Effective Date (see inst.): 6/25/20

| Signature | Name | Title | Date |
|---|----------------|---|--------|
|  | Andrew Bartels | Chief Executive Officer, Medical Packaging Incorporated | 6/9/20 |
|  | Andrew Bartels | President, Medical Packaging, Inc., d/b/a Medical Packaging of DE, Inc. | 6/9/20 |
| | | | |
| | | | |

**Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** ("Agreement") is made and entered into as of June 8, 2020, by and between **MEDICAL PACKAGING INCORPORATED**, a New Jersey corporation (hereinafter referred to as the "Corporation"), and **MEDICAL PACKAGING, INC., d/b/a MEDICAL PACKAGING OF DE, INC.** a Delaware corporation (hereinafter referred to as the "Survivor"). The Corporation and the Survivor are hereinafter collectively referred to as the "Constituent Entities".

Basis of Agreement

A. The Corporation is a corporation organized and existing under the laws of the State of New Jersey, its Certificate of Incorporation having been filed on July 30, 1986.

B. The Survivor is a corporation organized and existing under the laws of the State of Delaware, its Certificate of Incorporation having been filed on May 7, 2020, and is registered with the State of New Jersey as a foreign business entity under the name Medical Packaging, Inc., d/b/a Medical Packaging of DE, Inc.

C. **ANDREW BARTELS**, is the sole shareholder of the Corporation and the sole shareholder of the Survivor.

D. The Constituent Entities desire to merge into a single entity.

E. The Board of Directors of the Corporation, and the Board of Directors of the Survivor, deem it advisable that the Corporation be merged with and into the Survivor, with the Survivor as the surviving entity, in accordance with the applicable provisions of the statutes of the State of New Jersey and the State of Delaware, which permit such merger, and on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. Merger. The Corporation shall be merged with and into the Survivor, with the Survivor as the surviving entity, on the Effective Date.

2. Effective Date. This Agreement shall become effective as of June 25, 2020, the date and time of such effectiveness being hereinafter called the "Effective Date."

3. Surviving Entity. The Survivor shall survive the merger herein contemplated and shall continue to conduct its business, as well as the former business of the Corporation. The Survivor shall continue to be governed by the laws of the State of Delaware, and the separate corporate existence of the Corporation shall cease forthwith upon the Effective

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Date.

4. Certificate of Incorporation. The Certificate of Incorporation of the Survivor shall remain and be the Certificate of Incorporation of the Survivor which shall survive the merger, unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Certificate of Incorporation upon any shareholder or authorized agent of the Survivor or upon any other person whomsoever are subject to this reserve power. Such Certificate of Incorporation shall constitute the Certificate of Incorporation of the Survivor separate and apart from this Agreement and may be separately certified as the Certificate of Incorporation of the Survivor.

5. Further Assurance of Title. If at any time the Survivor shall consider or be advised that any further acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Survivor any right, title or interest of the Corporation held immediately prior to the Effective Date, the Corporation and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in the Survivor as shall be necessary to carry out the purposes of this Agreement. The Survivor and the proper officers and the directors thereof are fully authorized to take any and all such actions in the name of the Corporation or otherwise.

6. Conversion of Outstanding Stock. The presently issued and outstanding shares of stock of the Corporation shall be surrendered and cancelled. No shares of stock of the Survivor shall be issued and exchanged therefor.

7. Transfer. On the Effective Date, all and singular, the rights, privileges, powers and franchises of the Constituent Entities, whether of a public or a private nature, and all property, real, personal and mixed, and all debts due to each Constituent Entity, on whatever account, as well as for all other things in action or belonging to either of the said Constituent Entities shall be vested in the Survivor; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Survivor as they were of the Constituent Entities hereto; and the title to any real or personal property, whether by deed or otherwise, vested in each Constituent Entity shall not revert to or be in any way impaired by reason hereof, provided, however, that all rights of creditors and all liens upon any property of each Constituent Entity shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the time of the said merger. All debts, liabilities and duties of the Corporation shall thenceforth attach to the Survivor and may be enforced against the Survivor to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

8. Officers. The officers of the Survivor shall continue in office following the Effective Date until their respective successors shall have been elected and qualified.

9. Vacancies. If, upon the Effective Date, a vacancy shall exist in any of the

offices of the Survivor, such vacancy shall thereafter be filled in the manner provided by law and the Bylaws of the Survivor.

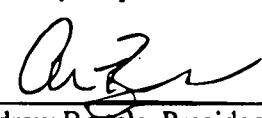
10. New Jersey Service of Process. The Survivor agrees that it may be served with process in the State of New Jersey in any proceeding for enforcement of any obligation of the Corporation, as well as for enforcement of any obligation of the Survivor arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders.

11. Termination. This Agreement may be terminated and abandoned by action of the Board of Directors of the Survivor at any time prior to the Effective Date, whether before or after approval of the Constituent Entities hereto.

IN WITNESS WHEREOF, each of the Constituent Entities, pursuant to the approval and authority duly granted by given by resolutions adopted by their respective Board of Directors, have caused this Agreement to be executed by an authorized officer as of the day and year first above written.

MEDICAL PACKAGING INCORPORATED
a New Jersey corporation

Attest: 

By: 
Andrew Bartels, President

MEDICAL PACKAGING, INC., d/b/a
MEDICAL PACKING OF DE, INC.
a Delaware corporation

Attest: 

By: 
Andrew Bartels, President