

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6909833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/16/2021
CONVEYING PARTY DATA	
Name	Execution Date
TBL PERFORMANCE PLASTICS LLC	08/16/2021
RECEIVING PARTY DATA	
Name:	SANI-TECH WEST, INC.
Street Address:	1020 FLYNN ROAD
City:	CAMARILLO
State/Country:	CALIFORNIA
Postal Code:	93012
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15864725
Application Number:	16189351
CORRESPONDENCE DATA	
Fax Number:	(216)363-4588
<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:	2163634677
Email:	dpoirier@beneschlaw.com
Correspondent Name:	DUNCAN POIRIER
Address Line 1:	200 PUBLIC SQUARE
Address Line 2:	SUITE 2300
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	48706-29
NAME OF SUBMITTER:	DUNCAN POIRIER
SIGNATURE:	/Duncan Poirier/
DATE SIGNED:	09/10/2021
Total Attachments: 10	
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Execution Version

1706151 SURV

AGREEMENT AND PLAN OF MERGER

FILED LCF
Secretary of State
State of California

166 AUG 27 2021

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of August 16, 2021, by and between Sani-Tech West, Inc., a California corporation with California Entity Number C1706151 ("STW"), and TBL Performance Plastics LLC, a New Jersey limited liability (the "Merged Party").

RECITALS:

- A. STW and the Merged Party are each wholly-owned subsidiaries of Q Biopharma, LLC, a Delaware limited liability company.
- B. The Board of Directors of STW and the Sole Member of the Merged Party have each determined that it is consistent with and in furtherance of its long-term business strategies and fair to and in the best interests of their respective equity holders, to combine the respective businesses of STW and the Merged Party by means of a merger (the "Merger").
- C. It is intended that the Merger shall be accomplished by the Merged Party being merged with and into STW, with STW continuing as the surviving entity, upon the terms and subject to the conditions set forth herein.
- D. The Board of Directors of STW and the Sole Member of the Merged Party have each approved this Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

AGREEMENT:

1. MERGER AND EFFECTIVE TIME. At the Effective Time (as defined below), the Merged Party shall be merged with and into STW, and STW shall be the surviving corporation of the Merger (the "Surviving Corporation"). The Merger shall become effective upon the close of business on the date when a duly executed copy of this Merger Agreement, along with all required certificates, is filed with the Secretary of State of the State of California (the "Effective Time").

2. EFFECT OF MERGER. At the Effective Time, the separate limited liability company existence of the Merged Entity shall cease and the corporate identity, existence, powers, rights and immunities of STW as the Surviving Corporation shall continue unimpaired by the Merger. Upon the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of

every kind and description of the Merged Party shall be transferred to, vested in, and devolve upon, the Surviving Corporation without further act or deed and all property, rights, and every other interest of the Surviving Corporation and the Merged Party shall be effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Merged Party, respectively.

3. GOVERNING DOCUMENTS. At the Effective Time, the Articles of Incorporation and Bylaws of STW in effect immediately prior to the Effective Time shall become the Articles of Incorporation and Bylaws of the Surviving Corporation after the Effective Time until otherwise amended or repealed.

4. OFFICERS AND DIRECTORS. The directors and officers of STW in office immediately prior to the Effective Time, together with such additional individuals thereafter elected, shall serve as the directors and officers of the Surviving Corporation from and after the Effective Time in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation until their resignation or removal.

5. EFFECT ON CAPITAL STOCK.

(a) At the Effective Time, each membership interest of the Merged Party issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger, be cancelled and retired and will cease to exist.

(b) At the Effective Time, each issued and outstanding share of capital stock of the Surviving Corporation shall remain outstanding and unchanged as a result of the Merger.

6. AUTHORITY. Each party to this Merger Agreement warrants and represents, as to itself only, that: (i) it has full corporate power or full limited liability company power, as the case may be, and authority to enter into this Merger Agreement; (ii) its board of directors or member has taken all action required to authorize the execution and delivery of this Merger Agreement by or on behalf of such party and the performance of its obligations under this Merger Agreement; (iii) no other proceedings on its part are necessary to authorize the execution and delivery of this Merger Agreement by it or the performance of its obligations under this Merger Agreement; and (iv) this Merger Agreement is, when executed and delivered by each party, and will be a valid and binding agreement of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by general principles of equity, bankruptcy, insolvency, moratorium and similar laws relating to creditors' rights generally.

7. FURTHER ASSURANCES. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of the Merged Party and STW such deeds, assignments and other instruments, and there shall be taken or caused to be taken by them all such further action

as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of both the Merged Party and STW, and otherwise to carry out the purposes of this Merger Agreement. The officers and Board of Directors of the Surviving Corporation are fully authorized in the name of and on behalf of both the Merged Party and STW, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

8. ENTIRE AGREEMENT. This Merger Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect thereto. No addition to or modification of any provision of this Merger Agreement shall be binding upon any party hereto unless made in writing and signed by all parties hereto.

9. ASSIGNMENT; BINDING EFFECT; BENEFIT. Neither this Merger Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties hereto. Subject to the preceding sentence, this Merger Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Notwithstanding anything contained in this Merger Agreement to the contrary, nothing in this Merger Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights or remedies under or by reason of this Merger Agreement.

10. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of California without regard to conflicts of laws principles.

11. COUNTERPARTS. In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original.

* * * * *

A0890318

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each of the parties hereto as of the day and year first above written.

SANI-TECH WEST, INC.

TBL PERFORMANCE PLASTICS LLC

By: 

Name: Richard Shor

Title: President

By: _____

Name: Thomas Hook

Title: Chief Executive Officer

By: 

Name: Brian Goldman

Title: Treasurer & Assistant Secretary

[Signature Page to Merger Agreement]

PATENT
REEL: 057443 FRAME: 0603


A0890318

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each of the parties hereto as of the day and year first above written.

SANI-TECH WEST, INC.

TBL PERFORMANCE PLASTICS LLC

By: _____
Name: Richard Shor
Title: President

By:  _____
Name: Thomas Hook
Title: Chief Executive Officer

By: _____
Name: Brian Goldman
Title: Treasurer & Assistant Secretary

[Signature Page to Merger Agreement]

PATENT
REEL: 057443 FRAME: 0604

Certificate of Approval
of
Agreement and Plan of Merger

August 16, 2021

Richard Shor and Brian Goldman certify that:

1. They are the President and the Treasurer & Assistant Secretary, respectively, of Sani-Tech West, Inc., a California corporation, with California Entity Number C1706151.
2. The principal terms of the Agreement and Plan of Merger in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the sole holder of all of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 108,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.



Richard Shor, President



Brian Goldman, Treasurer and Assistant Secretary

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OBE MERG

State of California Secretary of State

Certificate of Merger

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 8019.1, 9640, 12540.1, 15911.14, 16915(b) and 17710.14)

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

1. NAME OF SURVIVING ENTITY SANI-TECH WEST, INC.	2. TYPE OF ENTITY corporation	3. CA SECRETARY OF STATE ENTITY NUMBER C1706151	4. JURISDICTION California												
5. NAME OF DISAPPEARING ENTITY TBL PERFORMANCE PLASTICS LLC	6. TYPE OF ENTITY limited liability co	7. CA SECRETARY OF STATE ENTITY NUMBER n/a	8. JURISDICTION New Jersey												
9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUATED OR EXCEEDED THE VOTE REQUIRED. (IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.)															
<u>SURVIVING ENTITY</u> <table border="0"> <tr> <td><u>CLASS AND NUMBER</u></td> <td>AND</td> <td><u>PERCENTAGE VOTE REQUIRED</u></td> </tr> <tr> <td>Common 108,000 shares</td> <td></td> <td>100%</td> </tr> </table>		<u>CLASS AND NUMBER</u>	AND	<u>PERCENTAGE VOTE REQUIRED</u>	Common 108,000 shares		100%	<u>DISAPPEARING ENTITY</u> <table border="0"> <tr> <td><u>CLASS AND NUMBER</u></td> <td>AND</td> <td><u>PERCENTAGE VOTE REQUIRED</u></td> </tr> <tr> <td>100% membership interest is held by a sole member</td> <td></td> <td>100%</td> </tr> </table>		<u>CLASS AND NUMBER</u>	AND	<u>PERCENTAGE VOTE REQUIRED</u>	100% membership interest is held by a sole member		100%
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Common 108,000 shares		100%													
<u>CLASS AND NUMBER</u>	AND	<u>PERCENTAGE VOTE REQUIRED</u>													
100% membership interest is held by a sole member		100%													
10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT. <input type="checkbox"/> No vote of the shareholders of the parent party was required. <input type="checkbox"/> The required vote of the shareholders of the parent party was obtained.															
11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.															
12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY. PRINCIPAL ADDRESS OF SURVIVING ENTITY CITY AND STATE ZIP CODE															
13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.															
14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER. NJ Rev Stat § 42:2C-74 (2019)		15. FUTURE EFFECTIVE DATE, IF ANY (Month) (Day) (Year)													
16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.															
17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE THAT THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.															
 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		8/16/2021 DATE Richard Shor, President TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON													
 SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY		8/16/2021 DATE Brian Goldman, Treasurer & Assistant Secretary TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON													
 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		8/16/2021 DATE Thomas Hook, Manager TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON													
 SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY		8/16/2021 DATE TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON													
For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: _____															

OBE MERGER-1 (REV 12/2020)

2020 California Secretary of State



I hereby certify that the foregoing
transcript of 7 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

SEP 03 2021

RM

Shirley N. Weber

SHIRLEY N. WEBER, Ph.D., Secretary of State

PATENT
REEL: 057443 FRAME: 0607



CALIFORNIA
SECRETARY OF STATE



Business Entities, 1500 11th St., 3rd Floor,
Sacramento, CA 95814

Thank You for Doing Business in California

Congratulations on the registration of your corporation with the California Secretary of State (SOS). Please see below for important information.

What's next? Required Filings

SOS Statement of Information

- California stock, California agricultural cooperative and registered foreign (formed outside of California) corporations must fill out and file a complete Statement of Information (Form SI-550) within the first 90 days of registering with the SOS, and every year thereafter before the end of the calendar month of the original registration date.
- California nonprofit, credit union and general cooperative corporations must fill out and file a complete Statement of Information (Form SI-100) within the first 90 days of registering with the SOS, and every 2 years thereafter before the end of the calendar month of the original registration date. In addition, any nonprofit corporation formed to manage a common interest development under the Davis-Stirling Common Interest Development Act or the Commercial and Industrial Common Interest Development Act also must fill out and file a Statement by Common Interest Development Association (Form SI-CID) with their Statement of Information.

How can you file your Statement of Information?

- **For fastest service**, the required Statement of Information for most corporations can be submitted using our online filing service at <https://businessfilings.sos.ca.gov/>. Payment must be made by credit card (Visa® or MasterCard®) when filing online. A free PDF copy of the filed Statement of Information will be returned electronically following confirmation of payment, if a valid email address is provided at the time of submission.
- Statements of Information also can be submitted on paper to the SOS through the mail, or submitted in person (drop off) to the Sacramento office. Additional information regarding Statements of Information, including forms, instructions and fees is available at www.sos.ca.gov/business/be/statements.
- Current processing times for Statements of Information may be found at www.sos.ca.gov/business//be/processing-times.

Franchise Tax Board (FTB) Tax Filing – Once your corporation is registered with the SOS, you are required to file a tax return with FTB for each taxable year even if you are not conducting business or have no income. Contact FTB at www.ftb.ca.gov or (800) 852-5711 for forms and requirements concerning franchise taxes or income taxes.

Be aware, if you fail to file a return by the original or extended due date, or fail to pay taxes when due, a penalty may be imposed by FTB. Please visit www.ftb.ca.gov/businesses/Penalty-Information.shtml for tax penalty related information.

Reverse Side

Please see reverse side of this document for important information regarding your newly registered corporation.

Stock Corporations

Filing Articles of Incorporation pursuant to California Corporations Code section 200 does not of itself authorize the use of a corporate name in California in violation of the rights of another who may have acquired rights to the use of the name by reason of the following laws:

- Federal Trademark Act
(United States Code, Title 15, section 1051 et seq.)
- California Model State Trademark Law
(Business and Professions Code section 14200 et seq.)
- California Fictitious Business Name Law
(Business and Professions Code section 17900 et seq.)
- Common law rights, including rights to a trade name

If you have any questions regarding such rights, please consult a private attorney.

Nonprofit Corporations

Nonprofit corporations in California are not automatically exempt from paying California franchise tax or income tax every year. For information about tax requirements and/or applying for tax exempt status, please contact the appropriate taxing agency, listed below. If you are a domestic nonprofit public benefit corporation our office has forwarded a copy of your Articles of Incorporation to the Office of the Attorney General in compliance with California Corporations Code section 5120(d).

Other Business Information and Resources

All business entities are subject to state and federal tax laws. You may wish to contact the following agencies to assist you with these issues:

- Internal Revenue Service – www.irs.gov or call (800) 829-1040 for forms and issues concerning Federal tax, employer identification numbers, subchapter S elections.
- State Board of Equalization – www.boe.ca.gov or call (800) 400-7115 for forms and issues concerning sales taxes or use taxes.
- Employment Development Department – www.edd.ca.gov or call (800) 300-5616 for forms and issues concerning employment and payroll taxes.
- CalGold – www.calgold.ca.gov for appropriate permit, licensing, and contact information for the various agencies that administer and issue these permits.
- SOS Business Resources – www.sos.ca.gov/business/be/resources for a list of agencies you may need to contact to ensure proper compliance with California state law.
- CA Governor's Office of Business and Economic Development (Go-Biz) – www.business.ca.gov for a range of business services including, site selection and permit assistance.
- The California Business Incentives Gateway (CBIG) – <https://cbig.ca.gov> is a web portal that connects business owners and entrepreneurs with financial incentives.