

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8016425

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	10/18/2022
CONVEYING PARTY DATA	
Name	Execution Date
QUINN MEDICAL, INC.	10/18/2022
NEWLY MERGED ENTITY DATA	
Name	Execution Date
TOWNSEND INDUSTRIES, INC.	10/18/2022
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)	
Name:	TOWNSEND INDUSTRIES, INC.
Street Address:	4615 SHEPARD STREET
City:	BAKERSFIELD
State/Country:	CALIFORNIA
Postal Code:	93313
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13079135
CORRESPONDENCE DATA	
Fax Number:	(888)842-5638
<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:	9492505800
Email:	jsanders@masterkeyip.com
Correspondent Name:	MASTER KEY IP, LLP
Address Line 1:	7171 WARNER AVENUE, SUITE B-392
Address Line 4:	HUNTINGTON BEACH, CALIFORNIA 92647
ATTORNEY DOCKET NUMBER:	TOWN-01-USN
NAME OF SUBMITTER:	JUSTIN G. SANDERS
SIGNATURE:	/Justin G. Sanders/
DATE SIGNED:	06/20/2023
Total Attachments: 6	

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File No.: BA20221038386

Date Filed: 10/24/2022

**AGREEMENT AND PLAN OF MERGER
OF
QUINN MEDICAL, A DELAWARE CORPORATION
INTO**

TOWNSEND INDUSTRIES, INC., A CALIFORNIA CORPORATION,

THIS AGREEMENT AND PLAN OF MERGER dated as of October 18, 2022 (the "**Agreement**") is by and between Townsend Industries, Inc., a California corporation with California Entity Number 1248836 ("**Townsend Industries**") and Quinn Medical, Inc., a Delaware corporation with California Entity Number 3155069 ("**Quinn Medical**"). Townsend Industries and Quinn Medical are sometimes referred to herein as the "**Constituent Corporations**."

RECITALS

A. Townsend Industries is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 100,000 shares, all of which are designated common stock.

B. Quinn Medical is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 400,000 shares, all of which are designated common stock.

C. The board of directors of Quinn Medical has determined that it is advisable and in the best interests of Quinn Medical and its sole shareholder that Quinn Medical merge with and into Townsend Industries upon the terms and conditions herein provided.

D. The respective boards of directors of Townsend Industries and Quinn Medical, the sole shareholder of Townsend Industries, and the sole shareholder of Quinn Medical have approved this Agreement and have directed that this Agreement be executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Townsend Industries and Quinn Medical hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the California Corporation Law and the Delaware General Corporation Law, Quinn Medical shall be merged with and into Townsend Industries (the "**Merger**"), the separate existence of Quinn Medical shall cease, Townsend Industries shall be, and is herein sometimes referred to as, the "**Surviving Corporation**," and the name of the Surviving Corporation shall be Townsend Industries, Inc.

1.2 Filing and Effectiveness. The Merger will be effective as prescribed by law (the "**Effective Time of the Merger**").

1.3 Effect of the Merger. Upon the Effective Time of the Merger, the separate existence of Quinn Medical shall cease, and Townsend Industries, as the Surviving Corporation: (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time of the Merger; (ii) shall be subject to all actions previously taken by its and Quinn Medical's Board of Directors; (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Quinn Medical in the manner as more fully set forth in Section 259 of the Delaware General Corporation Law; (iv) shall

continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Time of the Merger; and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Quinn Medical in the same manner as if Townsend Industries had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California Corporation Law.

1.4 Tax Treatment. That the Merger is intended to qualify as a tax-free reorganization, and this Agreement is hereby adopted as a plan of reorganization, under Section 368(a) of the Internal Revenue Code of 1986, as amended (or any corresponding provisions of any succeeding law).

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation. The articles of incorporation of Townsend Industries as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the articles of incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The bylaws of Townsend Industries as in effect immediately prior to the Effective Time of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of Townsend Industries immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the articles of incorporation of the Surviving Corporation or the bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 Quinn Medical common stock. Upon the Effective Time of the Merger, each share of Quinn Medical common stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be canceled without payment of any consideration for such cancellation.

3.2 Surrender of Certificates. After the Effective Time of the Merger, any holder of an outstanding certificate evidencing ownership of share of Quinn Medical common stock shall surrender the same for cancellation to Townsend Industries.

IV. GENERAL

4.1 Further Assurances. From time to time, as and when required by Townsend Industries or by its successors or assigns, there shall be executed and delivered on behalf of Quinn Medical such deeds and other instruments, and there shall be taken or caused to be taken by Townsend Industries and Quinn Medical such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by Townsend Industries the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Quinn Medical and otherwise to carry out the purposes of this Agreement, and the officers and directors of Townsend Industries are fully authorized in the name and on behalf of Quinn Medical or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries

of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders or shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or Series thereof of such Constituent Corporation, (2) alter or change any term of the articles of incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would materially adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

4.3 Registered Agent; Service of Process. The registered agent of the Surviving Corporation in the State of California is Corporation Service Company Which Will Do Business in California as CSC-Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833-3505. The Surviving Corporation agrees that it may be served with process in Delaware in any proceeding for enforcement of any obligation of any Constituent Corporation of Delaware, as well as for enforcement of any obligation of the Surviving Corporation, including any suit or other proceeding to enforce the right of any shareholders as determined in appraisal proceedings pursuant to the Delaware General Corporation Law, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceedings and a copy of such process may be mailed to the Surviving Corporation's agent in the State of California.

4.4 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 4615 Shepard Street, Bakersfield, California 93313, and copies thereof will be furnished to any shareholder of either constituent Corporation, upon request and without cost.


4.5 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of California and, so far as applicable, the merger provisions of the Delaware General Corporation Law.


4.6 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signatures Next Page.]


IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of Townsend Industries and Quinn Medical, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

Townsend Industries, Inc.
a California corporation

By: 
Thierry Arduin
President

By: 
Thierry Arduin
Secretary

Quinn Medical, Inc.
a Delaware corporation

By: 
Thierry Arduin
President

By: 
Rick Riley
Secretary

[Signature Page to Agreement and Plan of Merger]

B1105-5853 10/24/2022 5:00 PM Received by California Secretary of State

Quinn Medical, Inc.
(Delaware Corporation)

OFFICER'S CERTIFICATE

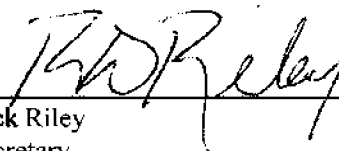
Thierry Arduin and Rick Riley certify that:

1. They are the President and Secretary, respectively, of Quinn Medical, Inc., a corporation organized under the laws of the State of Delaware (California Entity Number 3155069).
2. The corporation has an authorized capital of 400,000 shares, consisting entirely of common stock with a \$1.00 par value per share.
3. There were 129,657 shares of common stock issued and outstanding as of the date of the shareholder's written consent approving the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). All shares of common stock outstanding were entitled to vote on the merger.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of 100% of the outstanding shares of common stock of Quinn Medical, Inc.
5. Thierry Arduin further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to his own knowledge.

This Officer's Certificate is hereby executed as of October 18, 2022.



Thierry Arduin
President



Rick Riley
Secretary

Townsend Industries, Inc.
(California Corporation)

OFFICER'S CERTIFICATE

Thierry Arduin certifies that:

1. He is the President and Secretary of Townsend Industries, Inc., a corporation organized under the laws of the State of California, California Entity Number 1248836.
2. The corporation has an authorized capital of 100,000 shares, consisting entirely of common stock with no par value per share.
3. There were 10,000 shares of common stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement").
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote 100% of the outstanding shares of common stock of Townsend Industries, Inc.
5. Thierry Arduin further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to his own knowledge.

This Officer's Certificate is hereby executed as of October 18, 2022.



Thierry Arduin
President



Thierry Arduin
Secretary