

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8060825

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	01/12/2023
CONVEYING PARTY DATA	
Name	Execution Date
PRXCISION LLC	01/12/2023
NEWLY MERGED ENTITY DATA	
Name	Execution Date
PRXCISION, INC.	01/12/2023
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)	
Name:	PRXCISION, INC.
Street Address:	242 BROADWAY, SUITE 101
City:	SCHENECTADY
State/Country:	NEW YORK
Postal Code:	12305
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	10534895
Patent Number:	11227680
Application Number:	17575905
Application Number:	63510950
CORRESPONDENCE DATA	
Fax Number:	(518)452-5579
<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:	5184525600
Email:	rachel.pearlman@hrfmlaw.com,alexandra.capalbi@hrfmlaw.com
Correspondent Name:	HESLIN ROTHENBERG FARLEY & MESITI P.C.
Address Line 1:	5 COLUMBIA CIRCLE
Address Line 4:	ALBANY, NEW YORK 12203
ATTORNEY DOCKET NUMBER:	3824.GEN
NAME OF SUBMITTER:	RACHEL L. PEARLMAN

SIGNATURE:	/Rachel L. Pearlman/
DATE SIGNED:	07/17/2023
Total Attachments: 36 source=H2721298#page1.tif source=H2721298#page2.tif source=H2721298#page3.tif source=H2721298#page4.tif source=H2721298#page5.tif source=H2721298#page6.tif source=H2721298#page7.tif source=H2721298#page8.tif source=H2721298#page9.tif source=H2721298#page10.tif source=H2721298#page11.tif source=H2721298#page12.tif source=H2721298#page13.tif source=H2721298#page14.tif source=H2721298#page15.tif source=H2721298#page16.tif source=H2721298#page17.tif source=H2721298#page18.tif source=H2721298#page19.tif source=H2721298#page20.tif source=H2721298#page21.tif source=H2721298#page22.tif source=H2721298#page23.tif source=H2721298#page24.tif source=H2721298#page25.tif source=H2721298#page26.tif source=H2721298#page27.tif source=H2721298#page28.tif source=H2721298#page29.tif source=H2721298#page30.tif source=H2721298#page31.tif source=H2721298#page32.tif source=H2721298#page33.tif source=H2721298#page34.tif source=H2721298#page35.tif source=H2721298#page36.tif	

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF INCORPORATION OF "PRXCISION, INC.",
FILED IN THIS OFFICE ON THE TWELFTH DAY OF JANUARY, A.D. 2023,
AT 12:07 O'CLOCK P.M.



7234526 8100
SR# 20230113629

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202481912
Date: 01-12-23

PATENT
REEL: 064287 FRAME: 0237

CERTIFICATE OF INCORPORATION

OF

PRXCISION, INC.

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the “**Delaware General Corporation Law**”), hereby certifies that:

FIRST: The name of the corporation (the “**Corporation**”) is

PRXCISION, INC.

SECOND: The address, including street, number, city, and county, of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive, Wilmington, Delaware 19808; and the name of the registered agent of the Corporation in the State of Delaware is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity or carry on any business for which corporations may be organized under the Delaware General Corporation Law or any successor statute.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is 15,000,000 shares of common stock, \$0.01 par value per share (the “**Common Stock**”).

a) Common Stock.

1. Voting Rights. The holders of record of the Common Stock are entitled to one vote per share on all matters to be voted on by the Corporation's stockholders.

2. Dividends. Dividends may be declared and paid on the Common Stock from funds lawfully available therefor if, as and when determined by the Board of Directors of the Corporation (the “**Board of Directors**”) in their sole discretion, subject to provisions of law and any provision of this Certificate of Incorporation, as amended from time to time.

3. Liquidation. Upon the dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, holders of record of the Common Stock will be entitled to receive pro rata all assets of the Corporation available for distribution to its stockholders.

FIFTH: The name and mailing address of the sole incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
Lorena Niebla, Esq.	Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. 3580 Carmel Mountain, Suite 300 San Diego, CA 92130

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: For the management of the business and for the conduct of the affairs of the Corporation, and in further definition and not in limitation of the powers of the Corporation and of its directors and of its stockholders or any class thereof, as the case may be, conferred by the State of Delaware, it is further provided that:

(a) The management of the business and the conduct of the affairs of the Corporation shall be vested in its Board of Directors. The number of directors that constitutes the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the Corporation would have if there were no vacancies. No election of directors need be by written ballot.

(b) After the original or other Bylaws of the Corporation have been adopted, amended or repealed, as the case may be, in accordance with the provisions of Section 109 of the DGCL, and, after the Corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the Bylaws may be exercised by the Board of Directors.

(c) The books of the Corporation may be kept at such place within or without the State of Delaware as the Bylaws may provide or as may be designated from time to time by the Board of Directors.

EIGHTH: The Corporation shall, to the fullest extent permitted by Section 145 of the Delaware General Corporation Law, as the same may be amended and supplemented from time to time, indemnify and advance expenses to, (i) its directors and officers, and (ii) any person who at the request of the Corporation is or was serving as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section as amended or supplemented (or any successor), provided, however, that except with respect to proceedings to enforce rights to indemnification, the Bylaws may provide that the Corporation shall indemnify any director, officer or such person in connection with a proceeding (or part thereof) initiated by such director, officer or such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The Corporation, by action of its Board of Directors, may provide indemnification or advance expenses to employees and agents of the Corporation or other persons only on such terms and conditions and to the extent determined by the Board of Directors in its sole and absolute discretion. The indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any applicable law, Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall

continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

NINTH: No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except to the extent that exemption from liability or limitation thereof is not permitted under the Delaware General Corporation Law as in effect at the time such liability or limitation thereof is determined, or as otherwise set forth in a written agreement signed by such director. No amendment, modification or repeal of this Article or adoption of any provision of this Certificate of Incorporation inconsistent with this Article shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment, modification, repeal or adoption. If the Delaware General Corporation Law is amended after approval by the stockholders of this Article to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of the directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

TENTH: Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Delaware General Corporation Law or this Certificate of Incorporation or Bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article (including, without limitation, each portion of any sentence of this Article containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ELEVENTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of

Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

TWELFTH: From time to time any of the provisions of this Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this Certificate of Incorporation are granted subject to the provisions of this Article.

I, the undersigned, being the sole incorporator, for the purpose of forming a Corporation under the laws of the State of Delaware, do make, file and record this Certificate of Incorporation, to certify that the facts herein stated are true, and accordingly have signed this Certificate of Incorporation on January 12, 2023.

/s/ Lorena Niebla
Lorena Niebla, Esq.

PRXCISION, INC.

Action by Sole Incorporator
in Lieu of Organizational
Meeting of Sole Incorporator

January 12, 2023

The undersigned, the sole incorporator of Prxcision, Inc., a Delaware corporation (the “**Corporation**”), hereby consents to and adopts the following resolutions in lieu of the organizational meeting of the incorporator:

RESOLVED: That the number of directors of the Corporation, until changed in accordance with the Bylaws of the Corporation, is fixed at 1.

RESOLVED: That the following individuals are elected as the initial directors of the Corporation, to hold such office, subject to his or her prior removal, resignation or death, to serve until the first annual meeting of stockholders or until such individuals’ successors are elected and qualified:

Paul G. Ambrose

A copy of this Action shall be filed with the minutes of meetings of stockholders of the Corporation.

/s/ Lorena Niebla, Esq.
Lorena Niebla, Esq.
Sole Incorporator

PRXCISION, INC.
(a Delaware corporation)

Waiver of Sole Incorporator

The undersigned, being the sole incorporator of Prxcision, Inc., a Delaware corporation (the “**Corporation**”), hereby waives all right, title and interest in and to any stock or property of the Corporation and any right in the management thereof as a result of her capacity as such.

Effective as of January 12, 2023.

/s/ Lorena Niebla
Lorena Niebla, Esq., Sole Incorporator

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF MEETING
BY THE
MEMBERS
OF
PRXCISION LLC**

January 12, 2023

The undersigned, being all of the members of Prxcision LLC, a limited liability company organized and existing under the laws of the State of New York (the “**Company**”), acting in accordance with (A) the Operating Agreement of the Company, dated as of July 1, 2022, and (B) Section 407 of the New York Limited Liability Company Law, do hereby consent to the following actions and adopt the following resolutions by written consent.

APPROVAL OF THE MERGER OF THE COMPANY WITH AND INTO PRXCISION, INC., A DELAWARE CORPORATION

WHEREAS, the undersigned desire to redomicile the Company to Delaware; and

WHEREAS, on January 12, 2023, the Company created Prxcision, Inc., a Delaware corporation (the “**Delaware Sub**”), as a wholly owned subsidiary with the sole purpose of merging itself (the “**Merger**”) with and into the Delaware Sub in order to continue to operate the business as a Delaware corporation as opposed to a New York limited liability company.

NOW, THEREFORE, BE IT RESOLVED, that the terms of the Agreement and Plan of Merger, together with all exhibits thereto, in substantially the form attached hereto as Exhibit A (the “**Merger Agreement**”), for the consummation of the Merger are fair to all of the holders of membership interests of the Company, and that it is in the best interests of the Company and the holders of membership interests of the Company for the Company to consummate the Merger and the transactions contemplated thereby, subject to the terms and conditions set forth in the Merger Agreement and consistent with these resolutions;

RESOLVED, FURTHER, that the Company be, and hereby is, authorized to enter into, deliver and perform its obligations pursuant to the Merger Agreement, and that the officers of the Company be, and each of them hereby is, acting singly, authorized and directed, in the name and on behalf of the Company, to execute and deliver the Merger Agreement, with such changes, additions, deletions and modifications as are deemed appropriate and approved by such officer of the Company;

RESOLVED, FURTHER, that the officers of the Company be, and each of them hereby is, acting singly, authorized, in the name and on behalf of the Company, to execute and file a Certificate of Merger and any related certificates with the New York Secretary of State; and

RESOLVED, FURTHER, that the officers of the Company be, and each of them hereby is, acting singly, authorized to do or cause to be done any and all such other acts and things and to execute, deliver and file any and all such further documents as the Managers of the Company

have determined necessary or appropriate to carry into effect the full intent and purpose of the foregoing resolutions.

[Remainder of page intentionally left blank]

This Unanimous Written Consent of the Members may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, shall be filed with the records of the meetings of the members of the Company and shall constitute, for all purposes, votes at a special meeting of such members.

MEMBERS:

DocuSigned by:
Paul Ambrose
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Paul G. Ambrose

Sujata M. Bhavnani

Christopher M. Rubino

Michael Gilbert

[Signature Page to Unanimous Written Consent of the Members of Prxcision, LLC]

This Unanimous Written Consent of the Members may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, shall be filed with the records of the meetings of the members of the Company and shall constitute, for all purposes, votes at a special meeting of such members.

MEMBERS:

Paul G. Ambrose

DocuSigned by:
Sujata Bhavnani

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Sujata M. Bhavnani

Christopher M. Rubino

Michael Gilbert

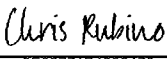
[Signature Page to Unanimous Written Consent of the Members of Prxcision, LLC]

This Unanimous Written Consent of the Members may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, shall be filed with the records of the meetings of the members of the Company and shall constitute, for all purposes, votes at a special meeting of such members.

MEMBERS:

Paul G. Ambrose

Sujata M. Bhavnani

DocuSigned by:

3502771B4208478

Christopher M. Rubino

Michael Gilbert

[Signature Page to Unanimous Written Consent of the Members of Prxcision, LLC]

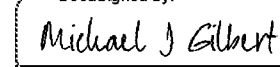
This Unanimous Written Consent of the Members may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, shall be filed with the records of the meetings of the members of the Company and shall constitute, for all purposes, votes at a special meeting of such members.

MEMBERS:

Paul G. Ambrose

Sujata M. Bhavnani

Christopher M. Rubino

DocuSigned by:

C0B08789E9494BC
Michael Gilbert

[Signature Page to Unanimous Written Consent of the Members of Prxcision, LLC]

Exhibit A

Agreement and Plan of Merger

[Attached.]

[Exhibit A]

**UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS
OF**

PRXCISION, INC.

January 12, 2023

In accordance with Section 141(f) of the Delaware General Corporation Law and the bylaws (the “**Bylaws**”) of Prxcision, Inc., a Delaware corporation (the “**Company**”), the undersigned, constituting all of the members of the Company’s Board of Directors (the “**Board**”), hereby adopt the following resolutions by unanimous written consent, effective as of the date unanimous consent is obtained:

APPROVAL OF MERGER WITH PRXCISION, LLC, A NEW YORK LIMITED LIABILITY COMPANY

WHEREAS, the Board of the Company has determined that it is advisable and in the best interests of the Company to merge with Prxcision, LLC, a New York limited liability company (“**Parent**”), in which the Company shall be the surviving company.

NOW, THEREFORE, BE IT RESOLVED, that the terms of the Agreement and Plan of Merger, together with all exhibits thereto, in substantially the form attached hereto as Exhibit A (the “**Merger Agreement**”), for the consummation of the Merger are fair to all of the holders of shares of the Company, and that it is in the best interests of the Company and the holders of shares of the Company for the Company to consummate the Merger and the transactions contemplated thereby, subject to the terms and conditions set forth in the Merger Agreement and consistent with these resolutions; and

RESOLVED, FURTHER, that the Board hereby authorizes, adopts, approves and declares advisable the Merger Agreement, and all the transactions described therein and contemplated thereunder, including the Merger.

GENERAL AUTHORITY; RATIFICATION

RESOLVED, that all actions taken and transactions entered into by the Company and its officers, directors, shareholders, and duly authorized agents on its behalf since their incorporation, including, without limitation, electing directors, appointing officers, issuing stock, entering into agreements, borrowing money, and any acts or failures to act concerning all of the foregoing, be, and hereby are, confirmed, ratified and approved in all respects; and

RESOLVED, FURTHER, that the officers of the Company be, and each acting individually hereby is, authorized, empowered and directed for and on behalf of the Company and in the name of the Company to execute and deliver such further instruments, documents, certificates and filings, and to do and perform such acts and deeds as they or any of them deem necessary or appropriate in order to effectuate the purposes and intents of the foregoing

resolutions, the execution and delivery of such further documents or the taking of such further actions by such officer or officers to be conclusive evidence that the same were authorized by this resolution.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Directors of Prxcision, Inc. as of the date first set forth above.

DIRECTOR:

DocuSigned by:
Paul Ambrose

DocuSigned by:
Paul G. Ambrose

Exhibit A

Agreement and Plan of Merger

(Attached.)

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

PRXCISION LLC (a New York limited liability company)

AND

PRXCISION, INC. (a Delaware corporation)

THIS AGREEMENT AND PLAN OF MERGER (this “**Agreement**”) is made and entered into on January 12, 2023, by and between Prxcision LLC, a limited liability company organized under the laws of the State of New York (“**Parent**”), and Prxcision, Inc., a corporation organized under the laws of the State of Delaware and a wholly owned subsidiary of Parent (the “**Corporation**”).

WHEREAS, Parent desires to convert into a Delaware corporation and as part of such conversion desires to merge with and into the Corporation, with the Corporation as the surviving entity;

WHEREAS, the members and the boards of directors, as applicable, of each of Parent and the Corporation have approved and declared advisable this Agreement, the Merger (as defined herein) and the transactions contemplated hereby upon the terms and subject to the conditions set forth herein; and

WHEREAS, Parent and the Corporation desire to make certain representations, warranties and agreements in connection with the Merger.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and intending to be legally bound hereby, Parent and the Corporation hereby agree as follows:

1 THE MERGER

1.1 The Merger; Effective Time. Subject to the terms and conditions of This Agreement, and in accordance with and pursuant to Section 252 of the Delaware General Corporation Law (the “**DGCL**”) and Article 10 of the New York Limited Liability Company Law at the Effective Time (as defined below), Parent shall be merged with and into the Corporation (sometimes hereinafter referred to as the “**Surviving Corporation**”) and the Surviving Corporation shall be the surviving corporation when the merger becomes effective and shall continue to exist as the surviving corporation pursuant to the provisions of the DGCL (the “**Merger**”) and the separate existence of Parent shall cease. The parties shall cause the Merger to be consummated by filing (i) with the Secretary of State of the State of Delaware a Certificate of Merger (the “**Delaware Certificate of Merger**”) in substantially the form attached hereto as Exhibit A and (ii) with the New York Department of State a Certificate of Merger (the “**New York Certificate of Merger**”) in substantially the form attached hereto as Exhibit B, with the Delaware Certificate of Merger and New York Certificate of Merger together being the “**Certificates of Merger**”, (the date and the time of the acceptance of both such filings or such later date and time as may be specified in the Certificates of Merger being the “**Effective Time**”).

1.2 Certificate of Incorporation; Name. At the Effective Time, the Certificate of Incorporation of the Corporation shall be the Certificate of Incorporation of the Surviving Corporation (the “**Certificate of Incorporation**”) and said Certificate of Incorporation shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the DGCL. The name of the Surviving Corporation shall continue to be “Prxcision, Inc.”

1.3 Bylaws. The present bylaws of the Corporation will be the bylaws of the Surviving Corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the DGCL.

1.4 Officers. The officers of the Corporation at the Effective Time shall be the officers of the Surviving Corporation.

1.5 Corporation Stock. At the Effective Time, all then issued and outstanding shares of common stock, \$0.01 par value per share (the “**Common Stock**”) of the Corporation will be cancelled and will of no further force or effect and will no longer be outstanding.

1.6 Parent Membership Interests and Property. At the Effective Time, (i) the issued and outstanding membership interests of Parent shall be converted into 15,000,000 shares of Common Stock of the Surviving Corporation (collectively, the “**Shares**”) such that each member owing 25% of the membership interests of Parent shall receive 3,750,000 shares of Common Stock of the Surviving Corporation, and (ii) all rights, interests, property interests, and obligations held by Parent, including but not limited to all of Parent’s intellectual property interests, shall become the property of the Surviving Corporation.

1.7 Section 351 of the Code. Parent and the Corporation hereby acknowledge and agree that the conveyance of the shares of Parent for the Shares is intended to qualify as an exchange under Section 351 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

2 REPRESENTATIONS AND WARRANTIES OF THE CORPORATION. The Corporation represents and warrants to Parent that the statements contained in this Section 2 are true and complete as of the date of this Agreement.

2.1 Capitalization. After giving effect to the Merger, the authorized capital stock of the Corporation consists of 15,000,000 shares of Common Stock.

2.2 Due Issuance and Authorization of Capital Stock. The issuance of the Shares upon conversion of the membership interests of Parent will vest in the holders thereof legal and valid title to such Shares, free and clear of any lien, claim, judgment, charge, mortgage, security interest, pledge, escrow, equity or other encumbrance.

2.3 Organization. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the nature of the property owned or leased by it or the nature of the business conducted by it makes such qualification necessary.

2.4 Authorization. The Corporation has all requisite corporate power and has taken all necessary corporate action required for the due authorization, execution, delivery and performance

by the Corporation of this Agreement and the consummation of the transactions contemplated hereby (including, without limitation, the issuance of the Shares).

2.5 Issuance of Shares. The Shares have been duly authorized and a sufficient number of shares of authorized but unissued shares of Common Stock have been reserved for issuance upon conversion of the shares of Parent, and upon such issuance or conversion in accordance with the terms of This Agreement or the Certificate of Incorporation, as the case may be, all such Shares will be duly authorized, validly issued, fully paid and non-assessable, and free from all taxes and free and clear of any lien, claim, judgment, charge, mortgage, security interest, pledge, escrow, equity or other encumbrance, and will not be subject to preemptive rights or other similar rights of stockholders of the Corporation, and the issuance of such shares will not impose personal liability upon the holder thereof.

2.6 Ownership of the Corporation. Immediately prior to the Effective Time, Parent owns all of the issued and outstanding shares of Common Stock of the Corporation, free and clear of any and all liens or encumbrances.

3 REPRESENTATIONS AND WARRANTIES OF PARENT. Parent represents and warrants to the Corporation that the statements contained in this Section 3 are true and complete as of the date of This Agreement.

3.1 Organization. Parent is a limited liability company validly existing and in good standing under the laws of the State of New York and is duly qualified to do business as a foreign limited liability company and is in good standing in each jurisdiction where the nature of the property owned or leased by it or the nature of the business conducted by it makes such qualification necessary.

3.2 Authorization. Parent has all requisite limited liability company power and has taken all necessary limited liability company action required for the due authorization, execution, delivery and performance by Parent of This Agreement and the consummation of the Merger.

4 MISCELLANEOUS

4.1 Amendment. This Agreement may not be amended except by written instrument executed on behalf of each of the parties hereto.

4.2 No Waivers. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

4.3 Notices. All notices, requests, consents and other communications required or permitted hereunder shall be in writing and shall be hand delivered or mailed postage prepaid by registered or certified mail or by facsimile transmission,

if to the Corporation or the Parent

242 Broadway

Schenectady, New York 12305
Attention: Institute for Clinical Pharmacodynamics, Inc.

With a copy to:

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
Attention: John Pomerance, Esq.
Email: JPomerance@mintz.com

or at such other address as Parent or the Corporation each may specify by written notice to the other parties hereto, and each such notice, request, consent and other communication shall for all purposes of This Agreement be treated as being effective or having been given when delivered if delivered personally, upon transmission by email or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and postage prepaid as aforesaid.

4.4 Assignment. Neither This 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. Subject to the preceding sentence, This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

4.6 Jurisdiction. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with This Agreement or the transactions contemplated hereby shall be brought in any federal or state court located in the State of New York, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

4.7 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

4.8 Entire Agreement. This Agreement (together with the documents and instruments delivered by the parties in connection with This Agreement) contains the entire agreement among the

parties hereto with respect to the subject matter hereof and thereof and such agreements supersede and replace all other prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof and thereof.

4.9 Severability. If any provision of This Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the parties hereby waive such provision to the extent that it is found to be invalid or unenforceable. Such provision shall, to the maximum extent allowable by law, be modified by such court so that it becomes enforceable, and, as modified, shall be enforced as any other provision hereof, all the other provisions hereof continuing in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused This Agreement and Plan of Merger to be duly executed as of the day and year first above written.

PRXCISON LLC,
a New York limited liability company

DocuSigned by:
By: Paul Ambrose
Name: Paul G. Ambrose
Title: Member-Manager

PRXCISION, INC.,
a Delaware corporation

DocuSigned by:
By: Paul Ambrose
Name: Paul G. Ambrose
Title: Sole Director

[Signature page to This Agreement and Plan of Merger]

Exhibit A

Delaware Certificate of Merger

Exhibit B

New York Certificate of Merger

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PRXCISION LLC", A NEW YORK LIMITED LIABILITY COMPANY,
WITH AND INTO "PRXCISION, INC." UNDER THE NAME OF
"PRXCISION, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS
OFFICE ON THE TWELFTH DAY OF JANUARY, A.D. 2023, AT 3:26 O`CLOCK
P.M.




Jeffrey W. Bullock, Secretary of State

7234526 8100M
SR# 20230116471

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202485032
Date: 01-12-23

PATENT
REEL: 064287 FRAME: 0263

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
PRXCISION LLC, A NEW YORK LIMITED LIABILITY COMPANY
INTO
PRXCISION, INC., A DELAWARE CORPORATION**

Pursuant to Title 8, Section 264 of the Delaware General Corporation Law (the “DGCL”), the undersigned corporation executed the following Certificate of Merger:

- FIRST:** The name of the surviving corporation is Prxcision, Inc., a Delaware corporation (the “**Surviving Corporation**”), and the name of the company being merged into this Surviving Corporation is Prxcision LLC, a New York limited liability company (the “**Non-Surviving Company**”, and, together with the Surviving Corporation, the “**Constituent Entities**”).
- SECOND:** The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the Constituent Entities pursuant to Title 8, Section 264 of the DGCL.
- THIRD:** The name of the Surviving Corporation is Prxcision, Inc., a Delaware corporation.
- FOURTH:** The Certificate of Incorporation of the Surviving Corporation shall be its Certificate of Incorporation.
- FIFTH:** The merger is to become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware.
- SIXTH:** The Agreement and Plan of Merger is on file at 242 Broadway, Schenectady, New York 12305, an office of the Surviving Corporation.
- SEVENTH:** A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation on request and without cost to any stockholder or member of the Constituent Entities.

[Signature Page Follows]

IN WITNESS WHEREOF, said Surviving Corporation has caused this Certificate of Merger to be signed the undersigned authorized officer on January 12, 2023.

PRXCISION, INC.

DocuSigned by:
By: Michael J Gilbert
Name: Michael Gilbert
Title: Chief Executive Officer

[Signature Page to Certificate of Merger Prxcision, Inc.]

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

ROBERT J. RODRIGUEZ
SECRETARY OF STATE

Filer: MINTZ LEVIN COHN FERRIS
GLOVSKY AND POPEO PC
919 3RD AVE
NEW YORK, NY, 10022, USA

Your document has been filed by the Department of State.

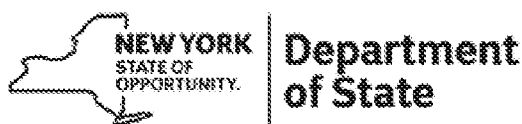
We have attached the official filing receipt and related document(s) for the following entity:

DOS ID: Non-DOS Entity
Entity Name: PRXCISION, INC.
Statement Due Date:

- | Retain this letter and attachment(s) for your records. The Department of State does not mail additional copies of the filing receipt or related attachment(s).
- | Business Corporations are required to file a Biennial Statement with the Department of State. To receive an email notice when the Biennial Statement is due, provide an email address at the Department of State's Email Address Submission/Update Service: <https://filing.dos.ny.gov/eBiennialWeb/>.

Contact Information

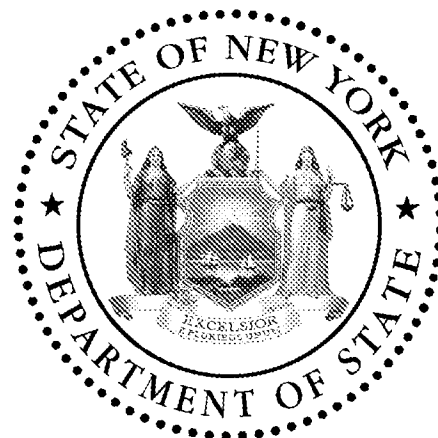
- | Department of State: Email the Division of Corporations at corporations@dos.ny.gov.
- | Department of Taxation and Finance: Visit <https://www.tax.ny.gov/help/contact> for self-help options and telephone numbers.



NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : PRXCISION, INC.
DOCUMENT TYPE : CERTIFICATE OF MERGER
ENTITY TYPE : FOREIGN BUSINESS CORPORATION

DOS ID : Non-DOS Entity
FILE DATE : 01/13/2023
FILE NUMBER : 230113002079
TRANSACTION NUMBER : 202301130000869-1604566
EXISTENCE DATE : 01/13/2023
DURATION/DISSOLUTION :
COUNTY :



SERVICE OF PROCESS ADDRESS : C/O CORPORATION SERVICE COMPANY
251 LITTLE FALLS DRIVE,
WILMINGTON, DE, 19808, USA

ELECTRONIC SERVICE OF PROCESS
EMAIL ADDRESS :

N/A

FILER : MINTZ LEVIN COHN FERRIS
GLOVSKY AND POPEO PC, 919 3RD AVE
NEW YORK, NY, 10022, USA

SERVICE COMPANY : CORPORATION SERVICE COMPANY
SERVICE COMPANY ACCOUNT : 45
CUSTOMER REFERENCE : 349647KXX

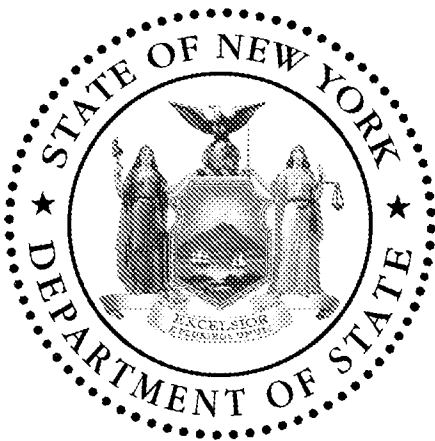
You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100002796848

TOTAL FEES:	\$220.00	TOTAL PAYMENTS RECEIVED:	\$220.00
FILING FEE:	\$60.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$220.00
EXPEDITED HANDLING:	\$150.00	REFUND DUE:	\$0.00

PATENT
REEL: 064287 FRAME: 0267

**STATE OF NEW YORK
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for PRXCISION LLC, File Number 230113002080 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on January 13, 2023.

A handwritten signature in black ink that reads "Brendan C. Hughes".

Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002796849 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

PATENT
REEL: 064287 FRAME: 0268

CERTIFICATE OF MERGER

OF

PRXCISION LLC

INTO

PRXCISION, INC.

(Under Section 904-a of the Business Corporation Law)

FIRST: The name of each constituent entity that is to merge is:

Prxcision LLC, a New York limited liability company
Prxcision, Inc., a Delaware corporation

SECOND: The articles of organization of each constituent domestic entity was filed by the Department of State on February 11, 2015.

THIRD: The initial certificate of incorporation of each constituent foreign corporation was filed with the Secretary of State of Delaware on January 12, 2023. The constituent foreign corporation is the surviving entity, and it will not do business in this state until an application for authority shall have been filed with the Department of State.

FOURTH: The agreement of merger has been approved and executed by each constituent entity that is to merge.

FIFTH: The name of the surviving corporation shall be Prxcision, Inc.

SIXTH: The surviving foreign corporation agrees that it may be served with process in the State of New York in any action or special proceeding for the enforcement of any liability or obligation of any domestic or foreign constituent entity, previously amenable to suit in the State of New York, and for the enforcement, as provided in the Business Corporation Law of the State of New York, of the right of shareholders or members of any constituent domestic entity to receive payment for their interests against the surviving corporation.

SEVENTH: The surviving corporation hereby designates the Secretary of State of the State of New York as its agent upon whom process against it may be served in the manner set forth in paragraph (b) of section 306 of the Business Corporation Law in any action or special proceeding. The post office address outside the State of New York to which the said Secretary of State shall mail a copy of any process against the surviving corporation served upon him is

c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

501742300v.1

EIGHTH: Subject to the provisions of section 623 of the Business Corporation Law, Section 1005 of the Limited Liability Company Law, and any applicable statute, the surviving corporation will promptly pay to the shareholders of each constituent domestic corporation and owners of any constituent other business entity, the amount, if any, to which they shall be entitled under the provisions of the Business Corporation Law, the Limited Liability Company Law or any applicable statute relating to the rights of shareholders, owners and members to receive payment for their interests.

NINTH: The merger is permitted by the jurisdiction of incorporation or organization of each foreign constituent entity and is in compliance therewith.

TENTH: The agreement of merger is on file at the following place of business of the surviving foreign corporation: 242 Broadway, Schenectady, NY 12305, Attention: Institute for Clinical Pharmacodynamics, Inc. _____

ELEVENTH: A copy of the certificate, certified by the Department of State, shall be filed in the office of the clerk of each county in which each office of a constituent domestic or foreign corporation, other than the surviving corporation, is located, and in the office of the official who is the recording officer of each county in the State of New York in which real property of a constituent domestic or foreign corporation, other than the surviving corporation, is located.

Domestic Entity:

PRXCISION LLC

By: /s/ Michael Gilbert
Michael Gilbert, Member

Surviving Corporation:

PRXCISION, INC.

By: /s/ Michael Gilbert
Michael Gilbert, Chief Executive Officer

301742500v.1

CSC-45
DRAWDOWN

CERTIFICATE OF MERGER

OF

PRXCISION LLC

INTO

PRXCISION, INC.

Under Section 904-a of the Business Corporation Law

RECEIVED
2023 JAN 13 AM 10:05

Filed by:

MINTZ LEVIN COHN FERRIS
GLOVSKY AND POPEO PC
919 3RD AVE
NEW YORK NY 10022-3902

CUST REF# 349647 KXK

PRXCISION INC.

Docket No.	Title	Country	Status	Serial #	Filed Date	Patent #	Issue Date	Expiration Date
3824.003	SYSTEM AND METHOD FOR RANKING OPTIONS FOR MEDICAL TREATMENTS	UNITED STATES	ISSUED	14/600,948	1/20/2015	10,534,895	1/14/2020	3/2/2038
3824.003A	SYSTEM AND METHOD FOR RANKING OPTIONS FOR MEDICAL TREATMENTS	UNITED STATES	ISSUED	16/740,913	1/13/2020	11,227,680	1/18/2022	5/13/2035
3824.003B	SYSTEM AND METHOD FOR RANKING OPTIONS FOR MEDICAL TREATMENTS	UNITED STATES	PUBLISHED	17/575,905	1/14/2022			1/20/2035
3824.004P1	SYSTEM AND METHOD FOR RANKING OPTIONS FOR MEDICAL TREATMENTS	UNITED STATES	PENDING	63/510,950	6/29/2023			