

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303442

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	05/09/2008

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Brunswick Scientific Co., Inc.		05/09/2008	CORPORATION: NEW JERSEY

## RECEIVING PARTY DATA

<b>Name:</b>	New Brunswick Scientific Co. of Delaware, Inc.
<b>Street Address:</b>	44 Talmadge Road
<b>City:</b>	Edison
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08818-4005
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2281940	BIOCOMMAND
Registration Number:	2779330	BIOFLO
Registration Number:	3802004	CELLIGEN
Registration Number:	0669579	
Registration Number:	1719343	INNOVA
Registration Number:	1160734	POURMATIC
Registration Number:	3178304	EXCELLA
Registration Number:	2707110	GALAXY
Registration Number:	4003235	HEF

## CORRESPONDENCE DATA

Fax Number: 6098961469

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 609-896-3600

Email: bstaufenberg@foxrothschild.com

Correspondent Name: Richard C. Woodbridge, Esq.

Address Line 1: P.O. Box 5231

Address Line 2: Fox Rothschild LLP

Address Line 4: Princeton, NEW JERSEY 08543-5231

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	074404.00001
<b>NAME OF SUBMITTER:</b>	Richard C. Woodbridge
<b>SIGNATURE:</b>	/Richard C. Woodbridge/
<b>DATE SIGNED:</b>	05/02/2014

**Total Attachments: 8**

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CERTIFICATE OF MERGER

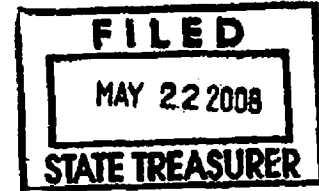
OF

NEW BRUNSWICK SCIENTIFIC CO., INC.

6465940000  
AND

NEW BRUNSWICK SCIENTIFIC CO. OF DELAWARE, INC.

0100990742



0100990742

To the Department of the Treasury  
State of New Jersey

Pursuant to the provisions of Section 14A:10-7 of the New Jersey Business Corporation Act, it is hereby certified that:

**FIRST:** The names of the merging corporations are New Brunswick Scientific Co., Inc., which is a business corporation organized under the laws of the State of New Jersey, and New Brunswick Scientific Co. of Delaware, Inc., which is a business corporation organized under the laws of the State of Delaware.

**SECOND:** Annexed hereto and made a part hereof is the Plan of Merger for merging New Brunswick Scientific Co., Inc. with and into New Brunswick Scientific Co. of Delaware, Inc. as approved by the Board of Directors of each of said corporations.

**THIRD:** The number of shares of New Brunswick Scientific Co. of Delaware, Inc. which were entitled to vote at the time of the approval of the Plan of Merger by its sole shareholder is one hundred (100), all of which are of one class.

The sole shareholder entitled to vote of the aforesaid corporation approved the Plan of Merger pursuant to its written consent without a meeting of shareholders; and the number of shares represented by such consents is one hundred (100). The date of said consent and approval was December 19, 2007.

**FOURTH:** The applicable provisions of the laws of the jurisdiction of organization of New Brunswick Scientific Co. of Delaware, Inc. relating to the merger of New Brunswick Scientific Co., Inc. with and into New Brunswick Scientific Co. of Delaware, Inc. have been complied with.

**FIFTH:** New Brunswick Scientific Co. of Delaware, Inc. hereby agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of New Brunswick Scientific Co., Inc. or any obligation of New Brunswick Scientific Co. of Delaware, Inc. for which it is previously amenable to suit in the State of New Jersey and in any proceeding for the enforcement of the rights of a dissenting shareholder of New

Delaware, Inc. hereby irrevocably appoints the Department of the Treasury of the State of New Jersey as its agent to accept service of process in any such proceeding and designates the following post office address within the State of New Jersey to which said Department of the Treasury shall mail a copy of the process in such proceeding: 44 Talmadge Road, Edison, New Jersey 08818-4005.

SIXTH: New Brunswick Scientific Co. of Delaware, Inc. will continue its existence as the surviving corporation under the name New Brunswick Scientific Co., Inc. pursuant to the provisions of the laws of the jurisdiction of its organization.

Executed on this 9<sup>th</sup> day of May, 2008 .

NEW BRUNSWICK SCIENTIFIC CO., INC.

By: James T. Orcutt

Signer's Name: James T. Orcutt

Signer's Capacity: President & CEO

NEW BRUNSWICK SCIENTIFIC CO. OF DELAWARE, INC.

By: James T. Orcutt

Signer's Name: James T. Orcutt

Signer's Capacity: President & CEO

## AGREEMENT OF MERGER

This AGREEMENT OF MERGER, dated as of December 19, 2007, is executed by and between NEW BRUNSWICK SCIENTIFIC CO., INC., a Delaware corporation ("New NBS"), and NEW BRUNSWICK SCIENTIFIC CO., INC., a New Jersey corporation (the "Old NBS").

### WITNESSETH:

WHEREAS, the Board of Directors of OLD NBS and NEW NBS desire to merge OLD NBS with and into NEW NBS, from such merger NEW NBS would be the surviving entity (the "Merger");

WHEREAS, the Board of Directors of OLD NBS and NEW NBS have approved the Merger; and

WHEREAS, OLD NBS and NEW NBS are both wholly owned by the same shareholder which has approved the Merger.

NOW, THEREFORE, in consideration of the mutual execution hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto agree as follows:

### ARTICLE I DEFINITIONS; CONSTRUCTION

1.1 Definitions: All capitalized terms used herein shall have the following meanings:

"Agreement" means this Agreement of Merger, as the same may be amended, restated, supplemented or otherwise modified.

"Certificate of Merger" has the meaning given to such term in Section 2.3.

"Effective Date" means:

"Government Authority" means any federal, state, county, municipal, regional, local, territorial or other governmental department, regulatory body, commission, board, bureau, agency, taxing authority or instrumentality, domestic or foreign or international having jurisdiction over the issue.

"Merger" has the meaning given to such term in the recitals hereto.

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, trust, unincorporated association, joint venture, Governmental Authority or other similar entities.

1.2 Interpretation. Unless otherwise expressly provided or unless the context requires otherwise, (a) all references in this Agreement to Articles, Sections, Schedules and Exhibits shall mean and refer to Articles, Sections, Schedules and Exhibits of this Agreement; (b) all references to statutes and related regulations shall include all amendments of the same and any successor or replacement statutes and regulations; (c) words using the singular or plural number also shall include the plural and singular number, respectively; (d) references to "hereof", "herein", "hereby" and similar terms shall refer to this entire Agreement (including the Schedules and Exhibits hereto); and (e) references to any Person at any time shall be deemed to mean the successors and permitted assigns at such time of such Person (or, in the case of a Governmental Authority, Persons succeeding to the relevant functions of such Person); and (f) all references to amounts of money shall be to amounts denominated in U.S. dollars.

1.3 Headings. Article and section headings used in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or of any provision hereof.

1.4 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the Person or Persons may require.

## ARTICLE II MERGER

### 2.1 Constituent Entities.

(a) NEW NBS is a corporation formed under the laws of the State of Delaware on December 17, 2007.

(b) OLD NBS is a corporation formed under the laws of the State of New Jersey.

2.2 Merger. On the Effective Date, OLD NBS shall be merged with and into NEW NBS, and NEW NBS shall be the surviving entity. The existence of NEW NBS shall continue unaffected and unimpaired by the Merger. NEW NBS shall continue to be governed by the laws of the State of Delaware and shall succeed to all of the rights, privileges, immunities, franchises, property, debts, choses in action, liabilities and obligations of a public as well as of a private nature of OLD NBS as set forth in the General Corporation Law of the State of Delaware. The separate existence and organization of OLD NBS shall cease upon the Effective Date and thereafter NEW NBS shall continue as the surviving entity of the Merger. The name of the surviving entity shall be "New Brunswick Scientific Co., Inc." Upon the effectiveness of the Merger, all of the outstanding shares of OLD NBS shall be cancelled. There will be no issuance of additional or new shares to the sole shareholder of NEW NBS in connection with the merger.

2.3 Certificate of Incorporation. The Certificate of Merger attached hereto as Exhibit A (the "Certificate of Merger") shall be filed with the Secretary of State of Delaware on or before the Effective Date. The Certificate of Incorporation of NEW NBS attached hereto as

Exhibit B shall continue in effect as the Certificate of Incorporation of the surviving entity until the same shall thereafter be amended as provided therein or by law.

2.4 Availability of Copies of this Agreement. Either an executed counterpart of this Agreement or a copy thereof shall be available at the place of business of NEW NBS which at the Effective Date shall be 44 Talmadge Road, Edison, New Jersey 08818-4005. A copy of this Agreement will be furnished by the Corporation on request and without cost to any of the Shareholders.

2.5 Filings. NEW NBS shall file the Certificate of Merger in the form attached hereto as Exhibit A with the Secretary of State of the State of Delaware reflecting the Merger and NEW NBS's new Amended and Restated Certificate of Incorporation.

### ARTICLE III MISCELLANEOUS

3.1 Entire Agreement. Any exhibits and any other agreement referenced in this Agreement are incorporated into this Agreement and contain the entire agreement between the parties hereto with respect to the Merger and the other transactions contemplated hereunder, and supersede all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof. No waiver and no modification or amendment of any provisions of this Agreement shall be effective unless specifically made in writing and duly signed by the party to be bound thereby.

3.2 Assignment. No party may assign or transfer any or all of its rights or obligations under this Agreement without the prior written approval of all the other parties.

3.3 Benefit of the Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall not be construed so as to confer any right or benefit upon any Person, other than the parties hereto and their respective successors and permitted assigns.

3.4 Amendments, Modifications and Waivers. No change, modification or waiver of any provision of this Agreement shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each party hereto. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.

3.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.6 Severability. In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Purchase Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

3.7 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

[signature page follows]



IN WITNESS WHEREOF, the undersigned have caused this Agreement and Plan of Merger to be executed and delivered as of the date first above written.

NEW BRUNSWICK SCIENTIFIC CO., INC.,  
a Delaware corporation

By: James T. Orcutt  
Name: JAMES T. ORCUTT  
Its: PRESIDENT & CEO

NEW BRUNSWICK SCIENTIFIC CO., INC.,  
a New Jersey corporation

By: James T. Orcutt  
Name: JAMES T. ORCUTT  
Its: PRESIDENT & CEO

FR  
FILED  
MAR 26 2008  
STATE TREASURER

Mail to: PO Box 388  
Trenton, NJ 08646

STATE OF NEW JERSEY  
DIVISION OF REVENUE

PUBLIC RECORDS FILING FOR NEW BUS. (Fee Required)

0100990744

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name: NEW BRUNSWICK SCIENTIFIC CO., INC./dba NEW BRUNSWICK SCIENTIFIC CO. OF DELAWARE, INC.

2. Type of Business Entity: F R  
(See Instructions for Codes, Page 21, Item 2)

3. Business Purpose: Holding company  
(See Instructions, Page 22, Item 3)

4. Stock (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. Duration (If Indefinite or Perpetual, leave blank):

6. State of Formation/Incorporation (Foreign Entities Only): DELAWARE

7. Date of Formation/Incorporation (Foreign Entities Only): December 20, 2007

8. Contact Information:  
Registered Agent Name: National Registered Agents, Inc. of NJ

Registered Office (Must be a New Jersey street address):  
Street 100 Canal Pointe Blvd, Suite 108  
City Princeton, NJ Zip 08540

Main Business or Principal Business Address:  
Street 44 TALMADGE ROAD  
City EDISON State NJ Zip 08816

9. Management (Domestic Corporations and Limited Partnerships Only)

- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profit list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

Name	Street Address	City	State	Zip
<u>See Attachment</u>				

The signatories below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. Incorporators (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip

Signature(s) for the Public Record (See Instructions for Information on Signature Requirements)

Signature	Name	Title	Date
<u>James Orcutt</u>	<u>JAMES ORCUTT</u>	<u>PRESIDENT</u>	<u>2/26/08</u>

- 25 - J: 3095626