

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM592893

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/01/2020
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Shire LLC		06/01/2020	Corporation: KENTUCKY

RECEIVING PARTY DATA

Name:	Shire US Inc.
Street Address:	300 Shire Way
City:	Lexington
State/Country:	MASSACHUSETTS
Postal Code:	02421
Entity Type:	Corporation: NEW JERSEY

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3871096	INTUNIV
Registration Number:	4655357	KEEP MOMMING
Registration Number:	1975246	CARBATROL
Registration Number:	3119751	AGRYLIN
Registration Number:	1908092	ADDERALL
Registration Number:	4005685	ADDERALL XR
Registration Number:	3917460	
Registration Number:	5261446	MYDAYIS
Registration Number:	5276898	MYDAYIS
Registration Number:	3468580	VYVANSE
Registration Number:	3793507	
Registration Number:	3595432	VYVANSE
Registration Number:	3793508	VYVANSE
Registration Number:	5794940	MOTTEGRITY
Registration Number:	5488273	MYDAYIS
Registration Number:	5776458	MOTTEGRITY
Serial Number:	88141388	BUCCOLAM

CH \$440.00 3871096

CORRESPONDENCE DATA**Fax Number:** 2127046288

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.

Phone: 2127046125**Email:** IPServicesNYC@troutman.com**Correspondent Name:** Troutman Pepper Hamilton Sanders LLP**Address Line 1:** 875 Third Avenue, 17th Fl**Address Line 2:** C/O IP Services NYC/KMZ**Address Line 4:** New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	255543.000019
NAME OF SUBMITTER:	Karl M. Zielaznicki
SIGNATURE:	/kmz/
DATE SIGNED:	08/19/2020

Total Attachments: 16

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MRG

Michael G. Adams
Kentucky Secretary of State
Received and Filed:
6/1/2020 1:42 PM
Fee Receipt: \$50.00

**ARTICLES OF MERGER
MERGING
SHIRE LLC
WITH AND INTO
SHIRE US INC.**

Pursuant to Chapters 275.355 and 275.360 of the Kentucky Revised Statutes and Section 14A:10-1 of the New Jersey Revised Statutes, Shire US Inc., a New Jersey corporation ("Shire US"), does hereby certify to the following information relating to the merger (the "Merger") of Shire LLC, a Kentucky limited liability company ("Shire LLC") with and into Shire US, with Shire US remaining as the surviving corporation:

FIRST: The name and state of incorporation or organization of each of the constituent entities of the merger are as follows:

<u>Name</u>	<u>State of Incorporation/Formation</u>	<u>Form of Entity</u>
Shire LLC	Kentucky	Limited Liability Company
Shire US Inc.	New Jersey	Corporation

SECOND: A Plan of Merger (the "Agreement of Merger") with respect to the Merger has been approved, adopted, certified, executed and acknowledged by unanimous written consent without a meeting of the board of directors of Shire US and by a meeting of the board of managers of Shire LLC. Such Agreement of Merger is attached to this Article of Merger as Exhibit A.

THIRD: The surviving entity of the Merger shall be Shire US (the "Surviving Entity"), and the name of the Surviving Entity shall be "Shire US Inc."

FOURTH: The Merger shall be effective as of 10:00 a.m. EDT on July 1, 2020 (the "Effective Date").

FIFTH: Shire US owns 100% of the authorized, issued and outstanding membership interests of Shire LLC.

SIXTH: The applicable provisions of the laws of the State of New Jersey, the jurisdiction under which the foreign constituent to this merger was organized, have been, or will have been, complied with.

SEVENTH: The certificate of incorporation of the Surviving Entity, as in effect immediately prior to the Effective Date, shall continue as the certificate of incorporation of the Surviving Entity.

EIGHTH: The Surviving Entity agrees that it may be served with process in the Commonwealth of Kentucky in any action, suit or proceeding for the enforcement of any obligation of any of the constituent corporations, and irrevocably appoints the Secretary of State of Kentucky as its agent to accept service of process in any such action, suit or proceeding. The address to which a copy of such process shall be mailed to it by the Secretary of State of Kentucky is as follows: 300 Shire Way, Lexington, MA 02421.

[Signature Page Follows]

IN WITNESS WHEREOF, the Surviving Entity and Shire LLC have caused these Articles of Merger to be signed as of the Effective Date.

SHIRE US INC.

By: Colleen Tupper
Name: Colleen Tupper
Title: President

SHIRE LLC

By: _____
Name: Michael Chapman
Title: President

(Signature page to the Articles of Merger of Shire LLC and Shire US Inc.)

4586483

IN WITNESS WHEREOF, the Surviving Entity and Shire LLC have caused these Articles of Merger to be signed as of the Effective Date.

SHIRE US INC.

By: _____
Name: Colleen Tupper
Title: President

SHIRE LLC

By:  _____
Name: Michael Chapman
Title: President

(Signature page to the Articles of Merger of Shire LLC and Shire US Inc.)

4586483

EXHIBIT A

Plan of Merger

Attached.

PLAN OF MERGER

(Pursuant to Section 14A:10-1 of the New Jersey Revised Statutes and Chapters 275.355 and 275.360 of the Kentucky Revised Statutes)

This Plan of Merger (the "Agreement"), dated as of June 1, 2020, is entered into by and between Shire US Inc., a New Jersey corporation ("Shire US"), and Shire LLC, a Kentucky limited liability company ("Shire LLC").

WHEREAS, Shire LLC is a direct, wholly-owned subsidiary of Shire US;

WHEREAS, it is contemplated that Shire LLC will merge with and into Shire US (the "Merger"), with Shire US being the surviving entity (the "Surviving Entity"); and

WHEREAS, the Board of Directors of Shire US and the Board of Managers of Shire LLC have declared the Merger to be advisable and in the best interests of Shire US and Shire LLC.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time (as defined in Section 2 hereof), Shire LLC shall be merged with and into Shire US, whereupon the separate existence of Shire LLC shall cease, and Shire US shall be the Surviving Entity in the Merger. In accordance with Sections 14A:10-6 and 14A:10-7 of the New Jersey Revised Statutes, the Surviving Entity (i) shall possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, of Shire LLC, (ii) all real property and personal property, tangible and intangible, of every kind and description, belonging to Shire LLC, shall be vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in the Surviving Corporation or Shire LLC shall not revert or be in any way impaired by reason of such merger or consolidation, and (iii) the Surviving Entity shall be liable for all the obligations and liabilities of Shire LLC; and any claim existing or action or proceeding pending by or against the Surviving Corporation or Shire LLC may be enforced as if such merger or consolidation had not taken place.
2. Effective Time. The Merger shall become effective as of 10:00 a.m. EDT on July 1, 2020 (the "Effective Time").
3. Cancellation of Membership Interests. At the Effective Time, Shire US's limited liability interests in Shire, by virtue of the Merger and without any action on the part of Shire US, shall be automatically cancelled and extinguished without any conversion thereof, and no consideration shall be delivered in exchange therefor.
4. Address of Surviving Entity. The street address of the Surviving Entity's principal place of business is 300 Shire Way, Lexington, MA 02421.
5. Certificate of Incorporation. The Certificate of Incorporation of Shire US, as in effect immediately prior to the Effective Time, shall continue as the Certificate of Incorporation of the Surviving Entity.
6. Directors and Officers of the Surviving Entity. From and after the Effective Time, until successors are duly elected or appointed in accordance with applicable law, the officers of Shire US immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity.
7. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, if any, of the parties. No provision of this Agreement may be amended or modified prior to the Effective Time unless such amendment or modification is in writing and executed by the parties hereto.

8. Miscellaneous.

(a) If, at any time from and after the Effective Time, the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Entity the title to any property or rights of Shire LLC, the officers of the Surviving Entity are hereby authorized, in the name of Shire LLC, to execute and make all such proper assignments and assurances in law, and to do all other things necessary or proper to vest such property or rights in the Surviving Entity and otherwise carry out the purposes of this Agreement.

(b) The Surviving Entity shall assume and pay all expenses incurred in connection with the transactions contemplated by this Agreement not theretofore paid by the respective parties.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

(d) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

{Signature page follows}

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above. .

SHIRE US INC., a New Jersey corporation

By: Colleen Tupper
Name: Colleen Tupper
Title: President

SHIRE LLC, a Kentucky limited liability company

By: _____
Name: Michael Chapman
Title: President

(Signature Page to Plan of Merger of Shire LLC into Shire US Inc.)

4586482

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

SHIRE US INC., a New Jersey corporation

By: _____
Name: Calleen Tupper
Title: President

SHIRE LLC, a Kentucky limited liability company

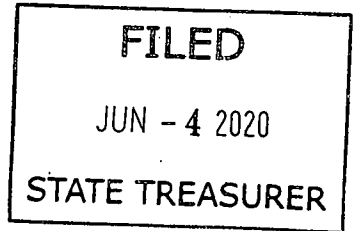
By:  _____
Name: Michael Chapman
Title: President

DOCUMENT NO: 505762
RECORDED: June 04, 2020 10:50:00 AM
TOTAL FEES: \$55.00
COUNTY CLERK: JEFF HANCOCK
DEPUTY CLERK: STARLA HAEBERLIN
COUNTY: FRANKLIN
BOOK: A143 PAGES: 154 - 161

(Signature Page to Plan of Merger of Shire LLC into Shire US Inc.)

4S86482

**CERTIFICATE OF MERGER
MERGING
SHIRE LLC
WITH AND INTO
SHIRE US INC.**



To the Department of the Treasury
State of New Jersey

(Pursuant to the provisions of Sections 14A:10-1 et seq. of the New Jersey Business Corporation Act and Section 42:2C-74 of the New Jersey Revised Uniform Limited Liability Company Act and Chapters 275.355 and 275.360 of the Kentucky Revised Statutes)

Shire US Inc., a New Jersey corporation ("Shire US"), does hereby certify to the following information relating to the merger (the "Merger"), of Shire LLC, a Kentucky limited liability company with and into Shire US, with Shire US remaining as the surviving corporation:

1. The name and state of incorporation of each of the constituent entities of the merger are as follows:

<u>Name</u>	<u>State of Incorporation/Formation</u>	<u>Form of Entity</u>
Shire US Inc. (NJ ID#0100206848)	New Jersey	Corporation
Shire LLC (KY ID#0575739)	Kentucky	Limited Liability Company

2. A Plan of Merger with respect to the Merger has been approved, adopted, certified, executed and acknowledged by unanimous written consent of the board of directors of Shire US Inc. without a meeting in accordance with Title 14A, Section 14A:6-7.1 of the New Jersey Revised Statutes on May 29, 2020. Such Plan of Merger is attached to this Certificate of Merger as Exhibit A. Shareholder approval of the Merger is not required pursuant to Title 14A, Section 14A:10-3(4).

3. Shire US owns 100% of the outstanding interest of Shire LLC and the merger was approved unanimously by Shire US as the sole member of Shire LLC.

4. The applicable provisions of the laws of the Commonwealth of Kentucky, the jurisdiction under which the foreign constituent to this merger was organized, have been, or will have been, complied with.

5. Shire US will continue its existence as the surviving corporation pursuant to the provisions of the New Jersey Business Corporation Act.

6. The merger herein certified shall become effective in the State of New Jersey at 10:00 a.m. EDT on July 1, 2020 (the "Effective Date").

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger as of the Effective Date.

SHIRE LLC

By: 

Name: Michael Chapman

Title: President

SHIRE US INC.

By: _____

Name: Colleen Tupper

Title: President

(Signature page to the Certificate of Merger)

4586605

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger as of the Effective Date.

SHIRE LLC

By: _____
Name: Michael Chapman
Title: President

SHIRE US INC.

By: Colleen Tupper
Name: Colleen Tupper
Title: President

(Signature page to the Certificate of Merger)

4586605

EXHIBIT A

Plan of Merger

Attached.

PLAN OF MERGER

(Pursuant to Section 14A:10-1 of the New Jersey Revised Statutes and Chapters 275.355 and 275.360 of the Kentucky Revised Statutes)

This Plan of Merger (the "Agreement"), dated as of June 1, 2020, is entered into by and between Shire US Inc., a New Jersey corporation ("Shire US"), and Shire LLC, a Kentucky limited liability company ("Shire LLC").

WHEREAS, Shire LLC is a direct, wholly-owned subsidiary of Shire US;

WHEREAS, it is contemplated that Shire LLC will merge with and into Shire US (the "Merger"), with Shire US being the surviving entity (the "Surviving Entity"); and

WHEREAS, the Board of Directors of Shire US and the Board of Managers of Shire LLC have declared the Merger to be advisable and in the best interests of Shire US and Shire LLC.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time (as defined in Section 2 hereof), Shire LLC shall be merged with and into Shire US, whereupon the separate existence of Shire LLC shall cease, and Shire US shall be the Surviving Entity in the Merger. In accordance with Sections 14A:10-6 and 14A:10-7 of the New Jersey Revised Statutes, the Surviving Entity (i) shall possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, of Shire LLC, (ii) all real property and personal property, tangible and intangible, of every kind and description, belonging to Shire LLC, shall be vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in the Surviving Corporation or Shire LLC shall not revert or be in any way impaired by reason of such merger or consolidation, and (iii) the Surviving Entity shall be liable for all the obligations and liabilities of Shire LLC; and any claim existing or action or proceeding pending by or against the Surviving Corporation or Shire LLC may be enforced as if such merger or consolidation had not taken place.

2. Effective Time. The Merger shall become effective as of 10:00 a.m. EDT on July 1, 2020 (the "Effective Time").

3. Cancellation of Membership Interests. At the Effective Time, Shire US's limited liability interests in Shire, by virtue of the Merger and without any action on the part of Shire US, shall be automatically cancelled and extinguished without any conversion thereof, and no consideration shall be delivered in exchange therefor.

4. Address of Surviving Entity. The street address of the Surviving Entity's principal place of business is 300 Shire Way, Lexington, MA 02421.

5. Certificate of Incorporation. The Certificate of Incorporation of Shire US, as in effect immediately prior to the Effective Time, shall continue as the Certificate of Incorporation of the Surviving Entity.

6. Directors and Officers of the Surviving Entity. From and after the Effective Time, until successors are duly elected or appointed in accordance with applicable law, the officers of Shire US immediately prior to the Effective Time shall be the directors and officers of the Surviving Entity.

7. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, if any, of the parties. No provision of this Agreement may be amended or modified prior to the Effective Time unless such amendment or modification is in writing and executed by the parties hereto.

8. Miscellaneous.

(a) If, at any time from and after the Effective Time, the Surviving Entity shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Entity the title to any property or rights of Shire LLC, the officers of the Surviving Entity are hereby authorized, in the name of Shire LLC, to execute and make all such proper assignments and assurances in law, and to do all other things necessary or proper to vest such property or rights in the Surviving Entity and otherwise carry out the purposes of this Agreement.

(b) The Surviving Entity shall assume and pay all expenses incurred in connection with the transactions contemplated by this Agreement not theretofore paid by the respective parties.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

(d) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

SHIRE US INC., a New Jersey corporation

By: Colleen Tupper
Name: Colleen Tupper
Title: President

SHIRE LLC, a Kentucky limited liability company

By: _____
Name: Michael Chapman
Title: President

(Signature Page to Plan of Merger of Shire LLC into Shire US Inc.)


4586482

IN WITNESS WHEREOF, the parties have executed this Agreement and caused the same to be duly delivered on their behalf on the day and year first written above.

SHIRE US INC., a New Jersey corporation

By: _____
Name: Colleen Tupper
Title: President

SHIRE LLC, a Kentucky limited liability company

By:  _____
Name: Michael Chapman
Title: President

(Signature Page to Plan of Merger of Shire LLC into Shire US Inc.)

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