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To the Honorable Commissioner of Patents and Tra

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uments or copy thereof.

1. Name of Conveying Party:

Choice Medical Distribution, Inc.

a. Type of Entity:

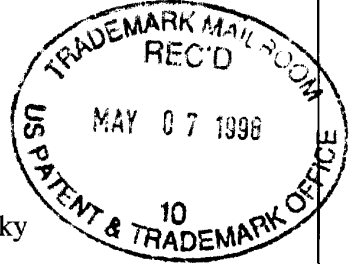
Corporation

2. Name of Receiving Party:

Choice Medical, Inc.
730 Barret Avenue
Louisville, KY 40204

a. Type of Entity:

Corporation -- Kentucky



3. Nature of Conveyance:

Corporate Name Change

4. Application or Registration Numbers:

1,916,181

5. Name and address of party to whom correspondence concerning document should be Mailed:

Carmin D. Grandinetti
Greenebaum Doll & McDonald PLLC
3300 National City Tower
Louisville, Kentucky 40202
(502) 587-3528

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41 \$40.00

ENCLOSED

8. Deposit Account Number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Carmin D. Grandinetti

May 4, 1998

Name of person signing

Signature

Date

Total number of pages comprising cover sheet:

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IN THE NAME AND BY THE AUTHORITY OF THE



JOHN Y. BROWN III
SECRETARY OF STATE

CERTIFICATE

I, **JOHN Y. BROWN III**, Secretary of State for the Commonwealth of Kentucky, do certify that the foregoing writing has been carefully compared by me with the original record thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of ARTICLES OF MERGER OF

MEDI CONNECTORS, INC. INTO CHOICE MEDICAL DISTRIBUTION, INC., CHANGING NAME TO CHOICE MEDICAL, INC. FILED OCTOBER 2, 1995.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal.

Done at Frankfort this 4TH day of

MAY, 19 98

John Y. Brown III
Secretary of State, Commonwealth of Kentucky

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[Signature]

ARTICLES OF MERGER
OF
MEDIC CONNECTORS, INC. v. 1000000000
CHOICE MEDICAL DISTRIBUTORS, INC.

Pursuant to the provisions of KRS 271B.11-050, the undersigned corporations ("Constituent Corporations") hereby adopt the following Articles of Merger for the purpose of merging Medi Connectors, Inc., a Kentucky corporation ("Medi"), with and into Choice Medical Distributors, Inc., a Kentucky corporation ("Choice"), which shall be the surviving corporation in the Merger.

- FIRST:** Attached hereto as **SCHEDULE A** is a copy of the Agreement and Plan of Merger adopted by each of the Constituent Corporations, which Agreement and Plan of Merger is incorporated by reference herein.
- SECOND:** Medi has issued and outstanding 100 shares of Common Stock, no par value per share ("Medi Common Stock"), each of which shares was entitled to one vote per share on the Agreement and Plan of Merger.

Choice has issued and outstanding 100 shares of voting Common Stock, \$10.00 par value per share ("Choice Voting Common Stock"), and 100 shares of nonvoting Common Stock, \$10.00 par value per share ("Choice Nonvoting Common Stock").
- THIRD:** All 100 shares of the issued and outstanding Medi Common Stock voted in favor of the Agreement and Plan of Merger.

All 100 shares of the issued and outstanding Choice Voting Common Stock voted in favor of the Agreement and Plan of Merger.

All 100 shares of the issued and outstanding Choice Nonvoting Common Stock voted in favor of the Agreement and Plan of Merger.
- FOURTH:** The number of shares cast for the Agreement and Plan of Merger was sufficient for approval by each voting group.

DATED: September 29, 1995.

INDI COLLECTORS, INC.

By: *[Signature]*
JOHN W. HANCOCK,
President

CHOICE MEDICAL DISTRIBUTION, INC.

By: *[Signature]*
WILLIAM V. MARONCINI,
President

This instrument was prepared by:

[Signature]
CHRISTOPHER HILL & DONALD, PLLC
2325 National City Tower
Lexington, KY 40502
(606) 259-4200

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of September 29, 1995, is made and entered into by and between CHOICE MEDICAL DISTRIBUTION, INC. ("Choice"), a Kentucky corporation, MEDI CONNECTORS, INC. ("Medi"), a Kentucky corporation.

RECITALS:

A. The Boards of Directors of Choice and Medi have deemed the merger of the Medi with and into Choice pursuant to the terms and conditions of this Agreement and Plan of Merger (the "Merger") desirable and in the best interests of their respective corporations and their respective shareholders.

B. The shareholders of Choice and Medi have each approved the Merger upon the terms and conditions of this Agreement, and have authorized their respective officers to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. The Merger.

1.1. **Merger of Medi into Choice.** Upon the terms and subject to the conditions set forth in this Agreement, at the "Effective Time" (as defined in Section 1.2) Medi shall be merged into Choice (the "Merger") and the separate corporate existence of Medi shall thereupon cease. Choice shall be the surviving corporation and its separate corporate existence shall continue unaffected and uninterrupted by the Merger. For purposes of reference to Choice at and after Effective Time, Choice is hereinafter sometimes referred to as the "Surviving Corporation". The Merger shall be pursuant to the provisions of, and have the effect provided in, the Business Corporation Act of the Commonwealth of Kentucky (the "BCA").

1.2. **The Effective Time.** The Merger shall occur on October 2, 1995 and shall be effective at 12:01 a.m. ("Effective Time"). A copy of all documents that may be required by the BCA in connection with the Merger shall be filed with the Kentucky Secretary of State.

1.3. **Charter and Management of Surviving Corporation.**

a. From and after the Effective Time and until further amended in accordance with the BCA, the Articles of Incorporation of Choice, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation except that Articles 1, 2 and 10 are hereby amended to read in their entirety as follows:

ARTICLE 1

The name of the corporation is Choice Medical, Inc. (hereinafter called the "Corporation").

ARTICLE 4

The total number of shares which the Corporation is authorized to issue is 1,000 Voting Common Shares, without par value, and 3,000 Nonvoting Common Shares, without par value.

The voting powers, limitations, preferences and rights of each class of shares of the Corporation shall be as follows:

(a) Voting rights upon any and all matters shall be vested exclusively in the holders of the Voting Common Shares. Except as otherwise provided by law, the holders of Nonvoting Common Shares shall have no voting rights.

(b) Except as provided above regarding voting rights, both classes of common shares of the Corporation shall be entitled to receive the net assets of the Corporation upon dissolution of the Corporation and shall be without distinction as to powers, preferences and rights.

ARTICLE 10

The shareholders of the Corporation shall not have a presumptive right to acquire the Corporation's unissued shares or securities of the Corporation convertible into or carrying a right to subscribe for or acquire shares.

b. From and after the Effective Time and until further amended in accordance with the BCA, the By-Laws of Choice, as in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving Corporation until amended in accordance with the BCA.

c. From and after the Effective Time, the Board of Directors of the Surviving Corporation shall consist of those persons who are the directors of Choice immediately before the Effective Time, with each such person continuing to serve as a director of the Surviving Corporation in accordance with the provisions of the Surviving Corporation's Articles of Incorporation and By-Laws and the BCA. From and after the Effective Time, the officers of the Surviving Corporation shall consist of those persons who are the officers of Choice immediately before the Effective Time, with each such person continuing to serve as an officer of the Surviving Corporation in accordance with the provisions of the Surviving Corporation's Articles of Incorporation and By-Laws and the BCA.

1.4. Conversion of Shares.

a. At the Effective Time each voting common share, having a par value of \$10 per share, of Choice issued and outstanding immediately prior to the Effective Time shall be converted into one Voting Common Share, without par value, of the Surviving Corporation.

b. At the Effective Time each nonvoting common share, having a par value of \$10 per share, of Choice issued and outstanding immediately prior to the Effective Time shall be converted into one Nonvoting Common Share, without par value, of the Surviving Corporation.

c. At the Effective Time each outstanding right to receive one nonvoting common share, having a par value of \$10 per share, of Choice immediately prior to the Effective Time shall be converted into the right to receive one Nonvoting Common Share, without par value, of the Surviving Corporation.

d. At the Effective Time each common share, without par value, of Medi issued and outstanding immediately prior to the Effective Time (other than those shares of Medi Common whose holders have perfected their dissenters' rights) shall be converted into the right to receive three Voting Common Shares, without par value, of the Surviving Corporation.

1.5. Exchange of Certificates.

a. Upon surrender of certificates representing common shares of Medi for cancellation, the holder of such certificate shall be entitled to receive in exchange therefor certificates representing that number of Voting Common Shares of the Surviving Corporation that such holder has the right to receive in exchange for the certificate surrendered pursuant to the provisions of this Section 1, and the certificate so surrendered shall forthwith be cancelled.

b. At or after the Effective Time, there shall be no transfers on the stock transfer books of Medi of common shares of Medi which were outstanding immediately prior to the Effective Time. If, after the Effective Time, certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged for certificates for Voting Common Shares of the Surviving Corporation and cash in lieu of fractional shares, if any, deliverable in respect thereof pursuant to this Agreement in accordance with the procedures set forth in this Section 1.

2. **Tax Treatment.** Medi and Choice intend that the Merger shall be treated as a "reorganization" within the meaning of section 368(a)(1)(B) of the Code. Each of the parties hereto shall treat the Merger as a reorganization for all federal, state and local income or franchise tax purposes and shall take no position on any return of such income or franchise taxes as inconsistent with the reorganization treatment.

3. **Representations and Warranties of Medi.** Medi hereby represents and warrants to Choice as follows:

3.1. **Authority; No Restrictions on Shares.** Medi has full right, power, authority and capacity to execute, deliver and perform this Agreement in accordance with its terms. None of the shares or securities of Medi is subject to any proxy, voting trust, stock restriction, stock

purchase or stock redemption agreement or the like, other than restrictions of transfer under applicable state and federal securities laws.

3.2. Organization and Standing of Medi. Medi is duly organized and validly existing under the laws of the Commonwealth of Kentucky. Medi has, and at all times has had, full corporate power and authority to own and lease its properties as such properties are now owned and leased and to conduct its businesses as and where the businesses have and are now being conducted. Neither the nature of Medi's business nor the location at which it provides services makes qualification of Medi as a foreign corporation necessary under the laws of any state other than the state in which it is incorporated.

3.3. Capitalization; Share Ownership and Rights.

a. The authorized capital of Medi consists of 1,000 common shares, without par value. As of the date hereof, there are 100 common shares issued and outstanding (the "Outstanding Medi Capital"). The Outstanding Medi Capital constitutes all of the issued and outstanding common shares of Medi as of the date hereof. All of the common shares of the Outstanding Medi Capital are duly authorized, validly issued, fully-paid and non-assessable.

b. There are no, nor is there any arrangement not yet fully performed which would result in any, outstanding options, warrants, agreements or other rights entitling any person or entity to purchase or acquire any common shares of Medi (whether unissued, treasury or issued and outstanding) or any other type of security.

c. None of the Outstanding Medi Capital has been issued in violation of any federal, state or other law pertaining to the issuance of securities, or in violation of any rights, preemptive or otherwise, of any present or past shareholder of Medi.

3.4. Authorization; No Violation; Compliance With Laws.

a. This Agreement has been duly executed and delivered by Medi and constitutes its legal, valid and binding obligation enforceable in accordance with the terms of this Agreement. Medi has full power and authority to enter into and deliver this Agreement and perform the transactions described herein.

b. All consents, approvals, resolutions, authorizations, actions or orders, including those which must be obtained from the shareholders of Medi and all governmental agencies or authorities, required of Medi for the authorization, execution and delivery of, and for the consummation of the transactions described in, this Agreement have been obtained.

c. The execution and delivery of this Agreement, the consummation of the transactions described in this Agreement, and the fulfillment of and compliance with its terms and provisions do not (i) conflict with or violate (A) any judicial or administrative order, award, judgment or decree applicable to Medi, (B) any term, condition or provision of any instrument, mortgage, agreement, contract or restriction to which Medi is a party, or by which either of them is bound, (ii) require the approval, consent or authorization of any federal, state or local court, or any creditor of Medi, or any other person or entity, or (iii) give any party with rights

under any instrument, agreement, contract, mortgage, judgment, award, order or other restriction the right to terminate, modify or otherwise change the rights or obligations of Medi thereunder

4. Representations and Warranties of Choice. Choice represents and warrants to Medi as follows:

4.1. Authority; No Restrictions on Shares. Choice has full right, power, authority and capacity to execute, deliver and perform this Agreement in accordance with its terms. None of the common shares of Choice to be issued in the Merger is subject to any proxy, voting trust, stock restriction, stock purchase or stock redemption agreement or the like, other than restrictions of transfer under applicable state and federal securities laws.

4.2. Organization and Standing of Choice. Choice is duly organized and validly existing under the laws of the Commonwealth of Kentucky. Choice has, and at all times has had, full corporate power and authority to own and lease its properties as such properties are now owned and leased and to conduct its businesses as and where the businesses have and are now being conducted. Neither the nature of Choice's business nor the location at which it provides services makes qualification of Choice as a foreign corporation necessary under the laws of any state other than the state in which it is incorporated.

4.3. Capitalization; Share Ownership and Rights.

a. The authorized capital of Choice consists of 100 voting common shares, having a par value of \$10 per share, and 900 nonvoting common shares, having a par value of \$10 per share. As of the date hereof, there are 100 voting common shares of Choice issued and outstanding and 150 nonvoting common shares of Choice issued and outstanding (collectively, "Outstanding Choice Capital"). The Outstanding Choice Capital constitutes all of the issued and outstanding capital of Choice as of the date hereof and all of the common shares of the Outstanding Choice Capital are duly authorized, validly issued, fully-paid and non-assessable.

b. There are no, nor is there any arrangement not yet fully performed which would result in any, outstanding options, warrants, agreements or other rights entitling any person or entity to purchase or acquire any common shares of Choice or any other type of security.

c. None of the Outstanding Choice Capital has been issued in violation of any federal, state or other law pertaining to the issuance of securities, or in violation of any rights, preemptive or otherwise, of any present or past shareholder of Choice.

4.4. Authorization; No Violation; Compliance With Laws.

a. This Agreement has been duly executed and delivered by Choice and constitutes its legal, valid and binding obligation enforceable in accordance with the terms of this Agreement. Choice has full power and authority to enter into and deliver this Agreement and perform the transactions described herein.

b. All consents, approvals, resolutions, authorizations, actions or orders, including those which must be obtained from the shareholders of Choice and all governmental agencies or authorities, required of Choice for the authorization, execution and delivery of, and for the consummation of the transactions described in, this Agreement have been obtained.

c. The execution and delivery of this Agreement, the consummation of the transactions described in this Agreement, and the fulfillment of and compliance with its terms and provisions do not (i) conflict with or violate (A) any judicial or administrative order, award, judgment or decree applicable to Choice, (B) any term, condition or provision of any instrument, mortgage, agreement, contract or restriction to which Choice is a party, or by which either of them is bound, (ii) require the approval, consent or authorization of any federal, state or local court, or any creditor of Choice, or any other person or entity, or (iii) give any party with rights under any instrument, agreement, contract, mortgage, judgment, award, order or other restriction the right to terminate, modify or otherwise change the rights or obligations of Choice thereunder.

5. Miscellaneous Provisions.

5.1. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto regarding its subject matter and supersedes all prior agreements, correspondence, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by any party which has not been embodied in this Agreement.

5.2. Amendment; Waiver. This Agreement may be amended, modified, superseded, or canceled only by a written instrument signed by all of the parties hereto, and any of the terms, provisions, and conditions hereof may be waived, only by a written instrument signed by the waiving party. Failure of any party at any time or times to require performance of any provision hereof shall not be considered to be a waiver of any succeeding breach of such provision by any party.

5.3. Binding Effect; Assignment. All the terms, provisions and conditions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.

5.4. Captions. The captions in this Agreement are included for purposes of convenience only and shall not be considered a part of the Agreement in construing or interpreting any provision hereof.

5.5. Severability of Provisions. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held in any proceeding to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid or unenforceable, shall not be affected thereby, and shall be valid and be enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed herein.

5.6. Further Assurances. The parties hereto each hereby agree to execute and deliver all agreements, documents and instruments required to be executed and delivered by them in this Agreement, and to execute and deliver such additional instruments and documents and to take such additional actions as may reasonably be required from time to time in order to effectuate the transactions described in this Agreement, whether prior to, at, or after the Closing.

5.7. Governing Law. The terms and provisions of this Agreement shall be governed by the laws of the Commonwealth of Kentucky.


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

CHOICE MEDICAL DISTRIBUTION, INC.

By: 
William V. Bartocci, President

("Choice")

MEDI CONNECTORS, INC.

By: 
George W. Ranodell, President

("Medi")