

02-04-1999



100958423

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

2-1-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

02/04/1999 JSHABAZZ 00000056 500300 2206631

FOR OFFICE USE ONLY

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1848 FRAME: 0105

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2206631"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

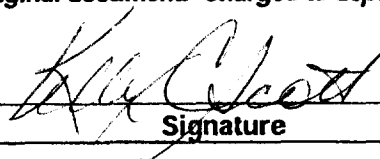
No

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. Charges to deposit account are authorized, as indicated herein.

Kelly C. Scott, Esq.

Name of Person Signing



Signature

1-25-99

Date Signed

REMEL LIMITED PARTNERSHIP

ACTION OF SOLE GENERAL AND LIMITED PARTNER
IN LIEU OF MEETING

The undersigned, being the sole general and limited partner of Remel Limited Partnership, a Delaware limited partnership (the "Partnership"), hereby takes the following action without a meeting and by written consent to have the same force and effect as if taken and adopted at a meeting of the sole general and limited partner of the Partnership:

WHEREAS, effective as of the date hereof, the undersigned acquired all of the limited and general partnership interests of the Partnership; and

WHEREAS, it is deemed advisable that the Partnership should be liquidated and dissolved;

NOW, THEREFORE, BE IT RESOLVED, that the Partnership be completely liquidated and dissolved;


FURTHER RESOLVED, that the Plan of Liquidation and Dissolution, attached hereto as Exhibit A, be and hereby is approved and adopted;

FURTHER RESOLVED, that the general partner of the Partnership is hereby authorized and directed to execute and file with the Delaware Secretary of State a Certificate of Cancellation and to take any and all other actions as may be deemed necessary or advisable in order to completely liquidate and dissolve the Partnership.

IN WITNESS WHEREOF, the undersigned has executed this consent
as of the 25th day of April, 1997.

SOLE GENERAL AND LIMITED PARTNER:

REMEL INC.

By: 

R. Jeffrey Harris
Vice President and Secretary

PLAN OF LIQUIDATION AND DISSOLUTION
OF
REMEL LIMITED PARTNERSHIP

The following is a Plan of Complete Liquidation and Dissolution of Remel Limited Partnership, a Delaware limited partnership (the "Partnership") which is to be carried out as soon as practicable, in accordance with Sections 17-801, 17-803 and 17-804 of the Delaware Revised Uniform Limited Partnership Act (the "Act").

1. Remel Inc., a Wisconsin corporation and the sole general and limited partner of the Partnership (the "Partner"), shall wind up the Partnership's affairs in accordance with Section 17-803 of the Act.

2. Upon the winding up of the Partnership, the assets of the Partnership shall be distributed as follows:

(a) Assets shall be distributed first to creditors in satisfaction of all liabilities of the Partnership, either by payment directly to the creditors or by making reasonable provision for the payment thereof.

(b) All remaining assets shall be distributed to the Partner by appropriate bill of sale or other instrument of transfer and conveyance.

3. The Partner shall cause a Certificate of Cancellation to be filed with the Delaware Secretary of State as soon as possible after adoption hereof.

4. The Partner is authorized and directed to execute all documents, instruments, reports, tax returns, certificates, and affidavits required by any federal, state, or local law, ordinance, statute, or rule in connection with or incidental to the liquidation and dissolution of the Partnership.

BILL OF SALE AND
ASSUMPTION OF LIABILITIES

THIS BILL OF SALE AND ASSUMPTION OF LIABILITIES, effective as of the 25th day of April, 1997, by REMEL LIMITED PARTNERSHIP, a Delaware limited partnership ("RLP") and REMEL INC., a Wisconsin corporation ("RI").

RECITALS:

WHEREAS, to facilitate its liquidation and dissolution, RLP desires to transfer and assign to RI, and RI wishes to accept from RLP, all of the assets, properties and rights of RLP, and RI wishes to assume all of the liabilities and obligations of RLP;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Conveyance. RLP does hereby transfer, assign, convey, warrant and deliver to RI all of the assets and properties of RLP, whether tangible or intangible, real or personal, and wherever located (together the "Assets"), and excepting therefrom a reasonable reserve to be retained by RLP for payment of any state or federal tax liabilities resulting from the liquidation and dissolution.

2. Acceptance and Assumption. RI hereby accepts the foregoing transfer and assignment. RI hereby assumes and agrees to pay, perform in accordance with the terms of and be bound by, all of the covenants, terms and obligations under any and all liabilities, contracts, commitments and obligations of RLP, from and after the date hereof.

3. Power of Attorney. RLP hereby constitutes and appoints RI, its successors or assigns, the true and lawful attorney of RLP with full power of substitution, for the benefit and at the expense of RI: (a) to institute and prosecute all proceedings which RI may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any of the Assets, to defend or compromise any and all actions, suits or proceedings in respect of any of the Assets, and to do all such acts and things in relation thereto as RI shall deem advisable; and (b) to take all action which RI may deem proper in order to provide RI the benefits under any of the Assets where any required consent of another party to the assignment thereof to RI shall not have been obtained. RLP acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by RLP in any manner or for any reason. RI shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assumption of Liabilities to be executed in their names to be effective as of the date first above written.

REMEL LIMITED PARTNERSHIP

By: REMEL INC., General Partner

By: *R. Jeffrey Harris*
R. Jeffrey Harris
Vice President and
Secretary

REMEL INC.

By: *R. Jeffrey Harris*
R. Jeffrey Harris
Vice President and Secretary

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "REMEL LIMITED PARTNERSHIP", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF APRIL, A.D. 1997, AT 10:30 O'CLOCK A.M.



2304147 8100
971134257

A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 8437719
04-25-97
DATE:

TRADEMARK
REEL: 1848 FRAME: 0112

CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
REMEL LIMITED PARTNERSHIP

For the purpose of amending the Certificate of Limited Partnership of the above limited partnership pursuant to Section 17-202 of the Delaware Revised Uniform Limited Partnership Act, IT IS HEREBY CERTIFIED AS FOLLOWS:

- 1. The name of the limited partnership is Remel Limited Partnership.
- 2. The name and address of the sole general partner of the limited partnership is:

Remel Inc.
c/o Sybron International Corporation
411 East Wisconsin Avenue
Milwaukee WI 53202

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of the 25th day of April, 1997.

REMEL INC., General Partner

By: R. Jeffrey Harris
R. Jeffrey Harris
Vice President and Secretary

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CANCELLATION OF "REMEL LIMITED PARTNERSHIP", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF APRIL, A.D. 1997, AT 10:35 O'CLOCK A.M.



2304147 8100
971134261

A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 8437756
04-25-97

DATE:

TRADEMARK
REEL: 1848 FRAME: 0114

CERTIFICATE OF CANCELLATION
OF
REMEL LIMITED PARTNERSHIP

Remel Limited Partnership (the "Partnership"), a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act (the "Act"), for the purpose of cancelling the Certificate of Limited Partnership of the Partnership pursuant to Section 17-203 of the Act, hereby certifies as follows:

1. The name of the Partnership is Remel Limited Partnership.
2. The Certificate of Limited Partnership was originally filed on July 20, 1992 with the Office of the Secretary of State of Delaware.
3. This Certificate of Cancellation is being filed because all limited and general partnership interests have been acquired by Remel Inc., and Remel Inc., as the sole general partner and sole limited partner of the Partnership, has elected to dissolve the Partnership.
4. This Certificate of Cancellation shall be effective upon filing with the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned, being the sole general partner of the Partnership, has executed this Certificate of Cancellation as of the 25th day of April, 1997.

REMEL INC., Sole General Partner

By: R. Jeffrey Harris
R. Jeffrey Harris
Vice President and Secretary