

2-3-99



100959957

To the Honorable Commissioner of Patents and Trademarks: Please

1. Name of conveying party(ies):
GenDerm Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Illinois
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: GenDerm Corporation

Internal Address:

Street Address: 4343 East Camelback Road

City: Phoenix State: AZ ZIP: 85018

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: November 12, 1992

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
532,880

Additional numbers attached? Yes No

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

Name: John M. Cone

Internal Address: Akin, Gump, Strauss, Hauer & Feld, LLP

Street Address: P. O. Box 688,

City: Dallas State: TX ZIP: 75313-0688

02/05/1999 JSHBAZZ 0000094 010657 532880
01 FC:481 40.00 CH

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
01-0657

(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.

John M. Cone
Name of Person Signing

[Signature]
Signature

2/2/99
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231
#199074



Whereas, ARTICLES OF MERGER OF

GENDERM CORPORATION

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE HAVE BEEN FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 18th day of DECEMBER A.D. 19 92 and of the Independence of the United States the two hundred and 17th.*



George H. Ryan
SECRETARY OF STATE

TRADEMARK

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ARTICLES OF MERGER
OF
GENDERM CORPORATION, an
Illinois corporation
INTO
GENDERM CORPORATION, a
Delaware corporation

Pursuant to the provisions of Sections 11.05, 11.25 and 11.35 of the Business Corporation Act of the State of Illinois (the "IBCA"), and Section 253 of the General Corporation Law of the State of Delaware (the "DGCL"), the undersigned, GenDerm Corporation, an Illinois Corporation ("GD Illinois"), and GenDerm Corporation, a Delaware corporation ("GD Delaware"), each desiring to effect a merger of GD Illinois into GD Delaware in compliance with the applicable provisions of the IBCA and the DGCL, hereby set forth the following facts:

ARTICLE I
SURVIVING CORPORATION

The name of the corporation surviving the merger is GenDerm Corporation.

The surviving corporation is a Delaware corporation existing pursuant to the provisions of Delaware law, and the IBCA and the DGCL permit the merger hereby effected.

ARTICLE II
AGREEMENT OF MERGER

The Agreement and Plan of Merger of GD Illinois into GD Delaware (the "Merger Agreement") attached hereto as Exhibit A, and incorporated herein by reference, was approved by GD Illinois in compliance with the applicable provisions of the IBCA and the DGCL.

ARTICLE III
EFFECTIVE DATE

The effective date of the merger hereby effected is November²⁴, 1992 for accounting purposes only.

NOV 24 1992
SECRETARY OF STATE

EXPEDITED

DEC 18 1992

SECRETARY OF STATE

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ARTICLE IV
MANNER OF ADOPTION AND VOTE

A. Action by Directors of GD Illinois: The GD Illinois Board of Directors adopted by resolution dated August 18, 1992, the Merger Agreement, and authorized the filing of these Articles of Merger in the Offices of the Secretaries of State of Illinois and Delaware.

B. Action by Directors of GD Delaware: No approval by a vote of the Directors of GD Delaware was required.

C. Action by Shareholders of GD Illinois: The Merger Agreement was adopted by a consent in writing signed by the holders of not less than the minimum number of the outstanding GD Illinois shares entitled to vote on and necessary to adopt such agreement and plan, as provided in the articles of incorporation of GD Illinois, and in accordance with Section 7.10 of the IBCA.

D. Action by Shareholder of GD Delaware: No approval by a vote of the shareholder of GD Delaware was required.

ARTICLE V
DISSENTING SHAREHOLDERS

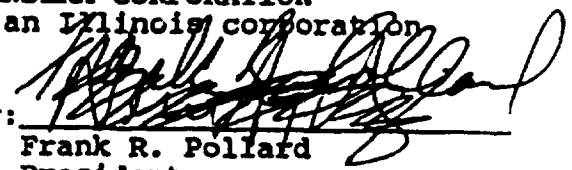
Each GD Illinois shareholder was notified by letter dated October 1, 1992, of the proposed merger between GD Illinois and GD Delaware, and of the shareholder action by written consent. Such letter contained a notice of the right to dissent, a copy of Section 11.70 of the IBCA outlining procedure for dissent, and a copy of the Merger Agreement.

ARTICLE VI
SERVICE OF PROCESS

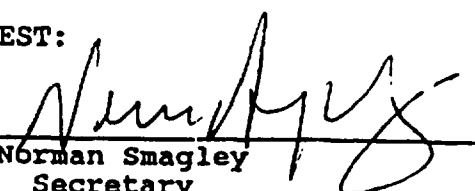
Pursuant to the provisions of Section 11.35 of the IBCA, GD Delaware may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of GD Illinois, and in any proceeding for the enforcement of the rights of a dissenting shareholder of GD Illinois against GD Delaware. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of GD Delaware to accept service of process in any such proceedings. GD Delaware will promptly pay to the dissenting shareholders of GD Illinois the amount, if any, to which they shall be entitled under the IBCA with respect to the rights of dissenting shareholders.

EXECUTED this 12 day of ~~August~~ ^{November}, 1992.

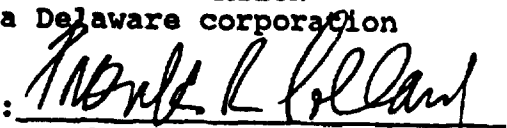
GENDERM CORPORATION
an Illinois corporation

By: 
Frank R. Pollard
President

ATTEST:

By: 
Norman Smagley
Secretary

GENDERM CORPORATION
a Delaware corporation

By: 
Frank R. Pollard
President

ATTEST:

By: 
Norman Smagley
Secretary

EXPELLED
NOV 24 1992
SECRETARY OF STATE

AGREEMENT AND PLAN OF MERGER

Parties:

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is entered into by and between GenDerm Corporation, an Illinois corporation ("GD Illinois") and GenDerm Corporation, a Delaware corporation ("GD Delaware").

Recitals:

1. GD Illinois is a corporation duly organized and existing under the laws of the State of Illinois.

2. GD Delaware is a corporation duly organized and existing under the laws of the State of Delaware.

3. On the date of this Merger Agreement, the authorized capital of GD Illinois consists of (i) 25,000,000 shares of Common Stock, par value \$.01 per share (the "GD Illinois Common Stock"), of which 4,869,860 shares are issued and outstanding, (ii) 567,000 shares of Series A Preferred Stock, no par value (the "GD Illinois Series A Preferred Stock"), of which 567,000 shares are issued and outstanding, (iii) 333,333 shares of Series B Preferred Stock, no par value (the "GD Illinois Series B Preferred Stock") of which 333,333 shares are issued and outstanding, (iv) 181,818 shares of Series C Preferred Stock, no par value (the "GD Illinois Series C Preferred Stock") of which 178,932 shares are issued and outstanding and (v) 69,964 shares of Series D Preferred Stock, no par value (the "GD Illinois Series D Preferred Stock") of which 69,964 shares are issued and outstanding.

4. On the date of this Merger Agreement, the authorized capital of GD Delaware consists of (i) 25,000,000 shares of Common Stock, par value \$.01 per share (the "GD Delaware Common Stock"), of which 100 shares are issued and outstanding and owned by GD Illinois, (ii) 567,000 shares of Series A Preferred Stock, no par value (the "GD Delaware Series A Preferred Stock"), none of which is issued and outstanding, (iii) 333,333 shares of Series B Preferred Stock, no par value (the "GD Delaware Series B Preferred Stock"), none of which is issued and outstanding, (iv) 181,818 shares of Series C Preferred Stock, no par value (the "GD Delaware Series C Preferred Stock"), none of which is issued and outstanding and (v) 69,964 shares of Series D Preferred Stock, no par value (the "GD Delaware Series D Preferred Stock"), none of which is issued and outstanding.

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5. The respective Boards of Directors of GD Illinois and GD Delaware have determined that it is advisable and in the best interests of each such corporation that GD Illinois merge with and into GD Delaware upon the terms and subject to the conditions of this Merger Agreement for the purpose of effecting the reincorporation of GD Illinois in the State of Delaware.

6. The respective Boards of Directors of GD Illinois and GD Delaware have, by resolutions duly adopted, approved this Merger Agreement. GD Illinois has adopted this Merger Agreement as the sole stockholder of Delaware and the Board of Directors of GD Illinois has directed that this Merger Agreement be submitted to a vote of its shareholders. The affirmative vote of the holders of more than two-thirds of the outstanding shares of GD Illinois Common Stock, GD Illinois Series A Preferred Stock, GD Illinois Series B Preferred Stock and GD Illinois Series C Preferred Stock voting together as a single class must approve this Merger Agreement for it to become effective.

7. The parties intend by this Merger Agreement to effect a "reorganization" under Section 368 of the Internal Revenue Code of 1986, as amended.

Terms and Provisions:

In consideration of the foregoing Recitals and of the following terms and provisions, and subject to the following conditions, it is agreed:

1. Merger. At the Effective Time (as defined in this Section 1), GD Illinois shall be merged with and into GD Delaware (the "Merger"), GD Delaware shall be the surviving corporation of the Merger (hereinafter sometimes referred to as the "Surviving Corporation"), and the separate corporate existence of GD Illinois shall cease.

The date and time when the Merger shall become effective is herein referred to as the "Effective Time."

2. Governing Documents.

a. The Certificate of Incorporation of GD Delaware, as it may be amended or restated subject to applicable law, and as in effect immediately prior to the Effective Time, shall constitute the Certificate of Incorporation of the Surviving Corporation without further change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

b. The Bylaws of Delaware as in effect immediately prior to the Effective Time shall constitute the

Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

3. Officers and Directors. The persons who are officers and directors of GD Illinois immediately prior to the Effective Time shall, after the Effective Time, be the officers and directors of the Surviving Corporation, without change until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and Bylaws and applicable law.

4. Name. The name of the Surviving Corporation shall continue to be "GenDerm Corporation".

5. Succession. At the Effective Time, the separate corporate existence of GD Illinois shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public or private nature and be subject to all the restrictions, disabilities and duties of GD Illinois; and all the rights, privileges, powers and franchises of GD Illinois, and all property, real, personal and mixed, and all debts due to GD Illinois on whatever account, as well as for share subscriptions and all other things in action, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of GD Illinois, and the title to any real estate vested by deed or otherwise shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and liens upon any property of GD Illinois shall be preserved unimpaired, and all debts, liabilities and duties of GD Illinois shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; provided, however, that such liens upon property of GD Illinois will be limited to the property affected thereby immediately prior to the Merger. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of GD Illinois, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to GD Illinois.

6. Further Assurances. From time to time, as and when required or requested by the Surviving Corporation or by

its successors and assigns, there shall be executed and delivered on behalf of GD Illinois such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of GD Illinois and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of GD Illinois or otherwise, to take any and all such action and to execute and deliver any and all such deeds, assignments and other instruments.

7. Conversion of Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof:

a. Each share of GD Illinois Common Stock outstanding immediately prior to the Effective Time shall be converted into, and shall become, one fully paid and nonassessable share of GD Delaware Common Stock.

b. Each share of GD Illinois Series A Preferred Stock outstanding immediately prior to the Effective Time shall be converted into, and shall become, one fully paid and nonassessable share of GD Delaware Series A Preferred Stock.

c. Each share of GD Illinois Series B Preferred Stock outstanding immediately prior to the Effective Time shall be converted into, and shall become, one fully paid and nonassessable share of GD Delaware Series B Preferred Stock.

d. Each share of GD Illinois Series C Preferred Stock outstanding immediately prior to the Effective Time shall be converted into, and shall become, one fully paid and nonassessable share of GD Delaware Series C Preferred Stock.

e. Each share of GD Illinois Series D Preferred Stock outstanding immediately prior to the Effective Time shall be converted into, and shall become, one fully paid and nonassessable share of GD Delaware Series D Preferred Stock.

f. The 100 shares of GD Delaware Common Stock issued and outstanding in the name of GD Illinois shall be cancelled and retired, and no payment shall be made with respect thereto, and such shares shall resume the status of authorized and unissued shares of GD Delaware Common Stock.

8. Stock Certificates. At and after the Effective Time all of the outstanding certificates which immediately

prior to the Effective Time represented shares of GD Illinois Common Stock, GD Illinois Series A Preferred Stock, GD Illinois Series B Preferred Stock, GD Illinois Series C Preferred Stock or GD Illinois Series D Preferred Stock shall be deemed for all purposes to evidence ownership of, and to represent shares of, GD Delaware Common Stock, GD Delaware Series A Preferred Stock, GD Delaware Series B Preferred Stock, GD Delaware Series C Preferred Stock, or GD Delaware Series D Preferred Stock, respectively, into which the shares of GD Illinois Common Stock, GD Illinois Series A Preferred Stock, GD Illinois Series B Preferred Stock, GD Illinois Series C Preferred Stock or GD Illinois Series D Preferred Stock formerly represented by such certificates have been converted as herein provided. The registered owner on the books and records of GD Illinois or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting or other rights with respect to and to receive any dividends and other distributions upon the shares of GD Delaware Common Stock, GD Delaware Series A Preferred Stock, GD Delaware Series B Preferred Stock, GD Delaware Series C Preferred Stock, or GD Delaware Series D Preferred Stock evidenced by such outstanding certificate as above provided.

9. Options and Warrants. Each right in or to, or option or warrant to purchase, shares of GD Illinois Common Stock, granted under GD Illinois' 1988 Stock Option Plan, 1992 Stock Option Plan, the Non-Employee Directors' Plan (collectively, the "Plans") or any other grant of non-qualified stock options or warrants which are outstanding immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a right in or to, or an option to purchase at the same option price per share, the same number of shares of GD Delaware Common Stock, upon the same terms and subject to the same conditions as set forth in the option or warrant as in effect immediately prior to the Effective Time. The same number of shares of GD Delaware Common Stock shall be reserved for purposes of the options or warrants as is equal to the number of shares of GD Illinois Common Stock so reserved immediately prior to the Effective Time. As of the Effective Time, the Surviving Corporation hereby assumes each of the options or warrants and all obligations of GD Illinois under the options or warrants including the outstanding rights or options or portions thereof granted pursuant to the Plans.

10. Other Employee Benefit Plans. As of the Effective Time, the Surviving Corporation hereby assumes all obligations of GD Illinois under any and all employee benefit plans in effect immediately prior to the Effective Time or with respect to which employee rights or accrued benefits are outstanding immediately prior to the Effective Time.