

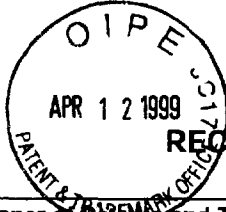
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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
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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 FILMCO INDUSTRIES INC.

Execution Date
Month Day Year
12271990

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization UTAH

Receiving Party

Mark if additional names of receiving parties attached

Name VISKASE SALES CORPORATION

DBA/AKA/TA _____

Composed of _____

Address (line 1) 6855 WEST 65TH STREET

Address (line 2) _____

Address (line 3) CHICAGO ILLINOIS 60638

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization DELAWARE

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.)

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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)		
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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

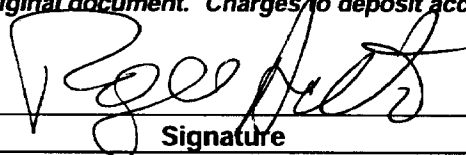
No

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.

ROGER ACETO

Name of Person Signing



Signature

9 April 1999

Date Signed



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "PELMCO INDUSTRIES, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF UTAH, MERGING WITH AND INTO "VISKASE SALES CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "VISKASE SALES CORPORATION" AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY EIGHTH DAY OF DECEMBER, A.D. 1990, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY LAWS OF THE STATE OF DELAWARE.

RECEIVED FOR RECORD

Jm A.D. 19 91

Michael T. Scaer

RECORDER

\$4.00 STATE DOCUMENT FEE PAID

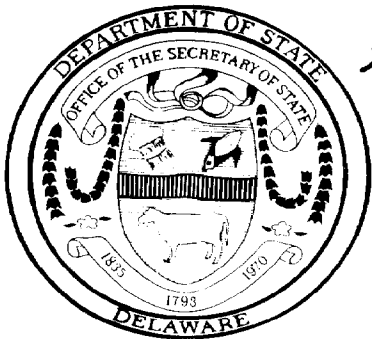
Michael Harkins
Michael Harkins, Secretary of State

AUTHENTICATION:

12986768

DATE:

12/31/1990



883625296

PLAN AND AGREEMENT OF MERGER

OF

FILMCO INDUSTRIES, INC.
(a Utah corporation)

with and into

VISKASE SALES CORPORATION
(a Delaware corporation)Pursuant to Section 252 of the General Corporation
Law of the State of Delaware

This Plan and Agreement of Merger entered into as of December 27, 1990 by and between VISKASE SALES CORPORATION, a Delaware corporation ("VSC") and FILMCO INDUSTRIES, INC., a Utah corporation ("Filmco").

Filmco desires to merge with and into VSC in accordance with the corporate laws of the States of Delaware and Utah and in accordance with an Agreement and Plan of Reorganization among Viskase Corporation, a Pennsylvania corporation ("Viskase"), VSC and Filmco of even date herewith (the "Plan of Reorganization") and this Plan and Agreement of Merger (the "Merger Agreement"). The transaction described in this Merger Agreement is referred to as the "Merger".

VSC is a business corporation organized under the laws of the State of Delaware with its registered office therein located at 32 Lockerman Square, Suite L-100, city of Dover, county of Kent. VSC has authority to issue One Thousand (1,000) shares of common stock having par value of \$1.00 per share, One Thousand (1,000) shares of which are issued and outstanding, all of which shares are owned beneficially and of record by Viskase.

Filmco is a business corporation organized under the laws of the State of Utah with its registered office therein located at 600 Deseret Plaza, 15 East First South, city of Salt Lake City, county of Salt Lake. Filmco has authority to issue Three Hundred Thousand (300,000) shares of Common Stock having a par value of \$1.00 per share, One Thousand (1,000) shares of which are issued and outstanding (individually, a "Filmco Share" or collectively the "Filmco Shares").

The Business Corporation Act of the State of Utah, as amended ("Utah Act") permits a merger of a business corporation of the State of Utah with and into a business corporation of another jurisdiction. The General Corporation Law of the State of Delaware, as amended ("Delaware Corporate Law") permits a merger of a business corporation of another jurisdiction with and into a business corporation of the State of Delaware.

The respective Boards of Directors of Viskase, VSC and Filmco deem the Merger advisable and in the best interests of each

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corporation and their respective shareholders. The respective Boards of Directors of VSC and Filmco have, by unanimous consent, duly adopted, approved and executed and delivered the Plan of Reorganization and the Merger Agreement. The respective Boards of Directors of VSC and Filmco have directed that this Merger Agreement be submitted to VSC's and Filmco's shareholders for adoption and approval, and recommend to their shareholders that this Merger Agreement be adopted and approved pursuant to the provisions of Delaware Corporate Law and the Utah Act and upon the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements and provisions hereinafter contained, the parties hereto do hereby prescribe the terms and conditions of said Merger and the mode of carrying the same into effect as follows:

1. Filmco and VSC shall, pursuant to the provisions of the Utah Act and the provisions of Delaware Corporate Law, be merged with and into a single corporation, to wit, VSC, which shall be the surviving corporation from and after the Effective Time (as hereinafter defined) and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as the surviving corporation under its present name of "Viskase Sales Corporation" pursuant to the provisions of Delaware Corporate Law. The separate existence of Filmco, which is sometimes hereinafter referred to as the "terminating corporation", shall cease at the Effective Time in accordance with the provisions of the Utah Act. The surviving corporation shall be governed by and shall have all the rights, privileges, immunities and powers and shall be subject to all of the duties and liabilities of a corporation organized under the Delaware Corporate Law.

2. At the Effective Time, the present Certificate of Incorporation of VSC shall be the Certificate of Incorporation of the surviving corporation and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of Delaware Corporate Law.

3. At the Effective Time, the present by-laws of VSC shall be the by-laws of the surviving corporation and will continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of Delaware Corporate Law.

4. The directors and officers in office of VSC at the Effective Time shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure

is otherwise terminated in accordance with the by-laws of the surviving corporation.

5. At the Effective Time of the Merger:

(A) Each twenty-five (25) Filmco Shares which are outstanding immediately prior to the Effective Time of the Merger shall be converted into the right to receive two (2) shares of common stock of Viskase, par value \$1.00 per share.

(B) Each share of VSC common stock issued and outstanding prior to the Effective Time shall not be converted or exchanged, and each such share, by virtue of the Merger, shall continue to be the issued and outstanding common stock of the surviving corporation.

(C) After the Effective Time each holder of an outstanding certificate or certificates representing Filmco Shares shall surrender the same to the surviving corporation.

6. At the Effective Time all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Filmco and VSC shall be transferred to, vested in and devolve upon the surviving corporation and shall be effectively the property of the surviving corporation as they were of Filmco and VSC and being subject to all of the restrictions, disabilities and duties of each of such corporations so merged; but all rights of creditors and all liens upon the property of either of Filmco and VSC shall be preserved and unimpaired, and all debts, liabilities and duties of Filmco and VSC shall thenceforth attach to the surviving corporation and may be enforced against it to the same extent as if the debts, liabilities and duties had been incurred or contracted by the surviving corporation.

7. If, at any time after the Effective Time of the Merger, the surviving corporation shall determine that any further assignments or assurances or any other acts are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the surviving corporation its rights, title or interest in, to, or under any of the rights, properties or assets of Filmco or VSC acquired or to be acquired by the surviving corporation as a result of, or in connection with, the Merger, or to otherwise carry out the purposes of this Merger Agreement, then VSC and Filmco and their respective officers and directors shall be deemed to have granted to the surviving corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect, or confirm title to and possession of such rights, properties, or assets in the surviving corporation and to otherwise carry out the purposes of this Merger Agreement. The proper

officers and directors of the surviving corporation are fully authorized in the name of VSC and Filmco or otherwise to take any and all such action as may be contemplated in this paragraph.

8. The surviving corporation hereby (i) agrees that it may be served with process in the state of Utah in any proceeding for the enforcement of any obligation of Filmco and in any proceeding for the enforcement of the rights of a dissenting shareholder of Filmco against the surviving corporation; (ii) irrevocably appoints the director of the Division of Corporations and Commercial Code of Utah as its agent to accept service of process in any such proceeding; and (iii) agrees that it will promptly pay to dissenting shareholders of Filmco the amount, if any, to which they shall be entitled under the provisions of the Utah Act with respect to the rights of dissenting shareholders.

9. The mode of carrying the Merger into effect is as follows:

(A) This Merger Agreement, having been approved by at least a majority vote of the members of the Board of Directors of both Filmco and VSC, shall be executed and acknowledged by their respective presidents or vice-presidents and attested to by their respective secretaries or assistant secretaries.

(B) This Merger Agreement, having been duly executed and acknowledged, shall be submitted to the shareholder of each corporation who shall approve this Merger Agreement the fact of which approval shall be set forth in a certificate attached to this Merger Agreement by the secretary or assistant secretary of each corporation.

(C) This Merger Agreement having been duly adopted and certified, Articles of Merger shall be filed with and on forms prescribed by the Utah Secretary of State in accordance with the Utah Act and this Merger Agreement shall be filed with the Delaware Secretary of State in accordance with Delaware Corporate Law and upon certification of the same by the Delaware Secretary of State, such certificate shall be filed for record in the office of the recorder of deeds or the like of the county in which the registered office VSC is located.

10. The Board of Directors and the proper officers of the terminating corporation and of the surviving corporation are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Merger Agreement or of the Merger.

11. As used in this Merger Agreement "Effective Time" and the time the Merger provided for herein shall become effective in the States of Utah and Delaware shall be January 2, 1991.

12. Anything herein or elsewhere to the contrary notwithstanding this Merger Agreement and the Merger contemplated herein may be terminated or abandoned by the board of directors of either corporation for any reason at any time prior to the filing thereof with the Delaware Secretary of State or at any time prior to the filing of the Articles of Merger with the Utah Secretary of State.

IN WITNESS WHEREOF, this Plan and Agreement of Merger is hereby executed on behalf of the parties hereto as of the date first written above.

FILMCO INDUSTRIES, INC.,
a Utah corporation

By: Stephen M. Schuster
Stephen M. Schuster,
Vice President

ATTEST:

Gordon S. Donovan
Gordon S. Donovan,
Assistant Secretary

VISKASE SALES CORPORATION,
a Delaware corporation

By: Stephen M. Schuster
Stephen M. Schuster,
Vice President

ATTEST:

Gordon S. Donovan
Gordon S. Donovan,
Assistant Secretary


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CERTIFICATION OF PLAN AND AGREEMENT OF MERGER**VISKASE SALES CORPORATION**

I, Gordon S. Donovan, being the duly elected and qualified Assistant Secretary of Viskase Sales Corporation, a Delaware corporation ("VSC"), do hereby certify that the holder of all of the outstanding shares of VSC dispensed with a meeting and vote of the shareholder, and the sole shareholder entitled to vote consented in writing, pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware, to the adoption and approval of the foregoing Plan and Agreement of Merger.

IN WITNESS WHEREOF, I have executed this instrument as of December 27, 1990.

VISKASE SALES CORPORATION



Gordon S. Donovan,
Assistant Secretary

BKL 132PG129

CERTIFICATION OF PLAN AND AGREEMENT OF MERGER

FILMCO INDUSTRIES, INC.

I, Gordon S. Donovan, being the duly elected and qualified Assistant Secretary of Filmco Industries, Inc., a Utah corporation ("Filmco"), do hereby certify that the holder of all of the outstanding shares of Filmco dispensed with a meeting and vote of the shareholder, and the sole shareholder entitled to vote consented in writing, pursuant to the provisions of Section 16-10-138 of the Utah Business Corporation Act, to the adoption and approval of the foregoing Plan and Agreement of Merger.

IN WITNESS WHEREOF, I have executed this instrument as of December 27, 1990.

FILMCO INDUSTRIES, INC.



Gordon S. Donovan,
Assistant Secretary

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