

05-28-1999



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PTO
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

15/25/99 1995 1995 00000050 500300 1749209
01 00:48 40.00 CH
02 00:48 225.00 CH

FOR OFFICE USE ONLY

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: 001903 FRAME: 0908

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="1749209"/>	<input type="text" value="1651289"/>	<input type="text" value="1526454"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1919511"/>	<input type="text" value="1880289"/>	<input type="text" value="1840196"/>
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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.

Kelly C. Scott, Esq.

Name of Person Signing

KC Scott
Signature

5/12/99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

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Trademark Application Number(s)

Registration Number(s)

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SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JUN - 2 1997



A handwritten signature in cursive script that reads "Bill Jones".

Secretary of State

A492725

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

AGREEMENT AND PLAN OF MERGER

OF

MAY 31 1997

TREND SCIENTIFIC, INC.

INTO

Bill Jones
BILL JONES, Secretary of State

ALEXON BIOMEDICAL, INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is made as of this 27th day of May, 1997 by and between Trend Scientific, Inc., a Minnesota Corporation ("Trend") and Alexon Biomedical, Inc., a California corporation ("Alexon").

RECITALS

WHEREAS, the respective Boards of Directors of Trend and Alexon have determined that it is advisable and generally to the advantage and welfare of Trend and Alexon and the shareholders of Trend and Alexon, that Trend be merged with and into Alexon (the "Merger") on the terms and conditions set forth in this Plan of Merger; and

WHEREAS, the respective Shareholders of Trend and Alexon, by resolutions duly adopted, have approved and adopted this Plan of Merger.

NOW THEREFORE, in consideration of the Recitals and of the mutual provisions, agreements and covenants herein contained, Alexon and Trend hereby agree as follows:

ARTICLE I

CORPORATE EXISTENCE OF THE SURVIVING CORPORATION

At the Effective Time of the Merger (as defined below), Trend shall be merged with and into Alexon which shall be the surviving corporation. The corporate identity, existence, purposes, powers, franchises, rights and immunities of Alexon (hereinafter sometimes referred to as the "Surviving Corporation") shall continue unaffected and unimpaired by the Merger and the corporate identity, existence, purposes, powers, franchises, rights and immunities of Trend shall be merged into the Surviving Corporation and the Surviving Corporation shall be fully vested therewith. The separate existence of Trend, except insofar as otherwise specifically provided by law, shall cease at the Effective Time of the Merger whereupon Trend and the Surviving

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Corporation shall be and become one single corporation.

ARTICLE II

ARTICLES OF INCORPORATION OF SURVIVING CORPORATION

The Amended and Restated Articles of Incorporation of Alexon shall be the Articles of Incorporation of the Surviving Corporation until amended in accordance with law, except that at the Effective Time of the merger, Article I shall be amended to read in its entirety as follows:

"ARTICLE I

Name

The name of the corporation is Alexon-Trend, Inc."

ARTICLE III

BYLAWS OF SURVIVING CORPORATION

The Bylaws of Alexon as in effect immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation until amended in accordance with law.

ARTICLE IV

DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

The duly qualified and acting directors and officers of Alexon immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation, to hold office as provided in the Bylaws of the Surviving Corporation.

ARTICLE V

CONVERSION OF SHARES

The manner of converting the shares of Trend and Alexon shall be as follows:

(a) At the Effective Time of the Merger, each share of Common Stock of Trend then issued and outstanding, without any action on the part of the holder thereof, shall be canceled, and no shares of stock of the Surviving Corporation or other consideration shall be issued in exchange therefor.

(b) At the Effective Time of Merger, each share of Common Stock of Alexon then issued and outstanding shall remain one (1) share of Common Stock of the Surviving Corporation.

ARTICLE VI

EFFECT OF THE MERGER

The Merger shall have the effects set forth in Section 1107 of the California Corporations Code and Section 302A.641 of the Minnesota Business Corporation Act.

ARTICLE VII

EFFECTIVE TIME OF THE MERGER

The Effective Time of the Merger shall be at 11:59 p.m. CDT on May 31, 1997.

ARTICLE VIII

MISCELLANEOUS

(a) No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(b) This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of California.

(c) In order to facilitate the filing and recording of this Agreement, it may be executed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement and Plan of Merger to be executed on its behalf as of the day and year first above written.

TREND SCIENTIFIC, INC.

By: Paul S Collier

Title: Vice President and Secretary

Attest: R. Jeffrey Ann

Title: Assistant Secretary

ALEXON BIOMEDICAL, INC.

By: Paul S Collier

Title: Vice President

Attest: R. Jeffrey Ann

Title: Assistant Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER

Paul S. Collier and R. Jeffrey Harris hereby certify that:

1. They are the Vice President and the Assistant Secretary, respectively, of Alexon Biomedical, Inc., a California corporation (the "Corporation").
2. The Agreement and Plan of Merger between the Corporation and Trend Scientific, Inc., a Minnesota corporation (the "Merger Agreement"), in the form attached was duly approved by the Board of Directors of the Corporation.
3. There was one class of shares of the Corporation entitled to vote on the Merger, and the number of outstanding shares of that class was 100.
4. The principal terms of the Merger Agreement were approved by a unanimous vote of the outstanding shares of stock of the Corporation entitled to vote, which vote exceeded the vote required. The percentage vote required for approval of the Merger was more than 50% of the outstanding shares of stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: May 27, 1997

Paul S. Collier
Its Vice President

Dated: May 27, 1997

R. Jeffrey Harris
Assistant Secretary

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