

11-15-1999

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Attorney's Docket No. 022577-215

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

ReSound Corporation

- Individual(s)
- General Partnership
- Corporation-State California
- Association
- Limited Partnership

Other: \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: \_\_\_\_\_

Execution Date: June 16, 1999

2. Name and address of receiving party(ies):

Name: GN ReSound Corporation

Address: 220 Saginaw Drive

Seaport Centre

Redwood City, CA 94063

- Individual(s) Citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State California
- 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 registration number(s):

A. Trademark Application No.(s)

75/012,634

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Leslie A. Mooi, Esq.

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

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, if necessary

8. Deposit account number:

02-4800

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.

Leslie A. Mooi, Esq.  
Name of Person Signing

Leslie Mooi  
Signature

November 9, 1999  
Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

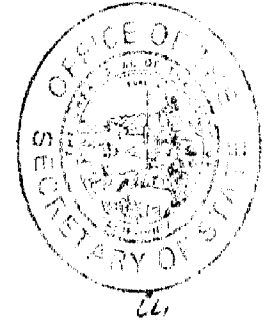
11/12/1999 DNGUYEN 00000366 75012634  
01 FC:481 40.00 OP

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

(09/99)

TRADEMARK  
REEL: 001987 FRAME: 0735

# State of California



## SECRETARY OF STATE

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

That the attached transcript of 5 page(s) was prepared by and in this office from the record on file, 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 day of

NOV 8 5 1999



*Bill Jones*

Secretary of State

NCTO:

A0526915

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CERTIFICATE OF OWNERSHIP

MERGING

GN ACQUISITION CORPORATION

INTO

RESOUND CORPORATION

**FILED**  
In the office of the Secretary of State  
of the State of California

JUN 16 1999

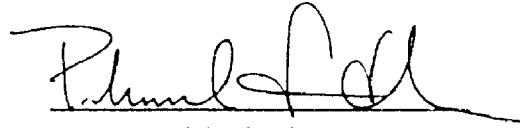
*Bill Jones*  
BILL JONES, Secretary of State

P. Michael Fairweather and Donald K. Stevenson certify that:

1. They are the President and the Secretary, respectively, of GN Acquisition Corporation, a California corporation ("Corporation").
2. The Corporation owns at least 90 percent of the outstanding shares of ReSound Corporation, a California corporation ("Subsidiary").
3. The Plan of Merger in the form attached hereto ("Plan") was duly approved by the board of directors of Corporation.
4. The Plan and the fairness of the consideration to be received for each share of Subsidiary not owned by Corporation were duly approved by the board of directors of Subsidiary.
5. The shareholder vote referenced in Corporations Code Section 1110(c) is not required.
6. The merger shall become effective on July 6, 1999.

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: June 16, 1999



Name: P. Michael Fairweather

Title: President

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Name: Donald Stevenson

Title: Secretary

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REEL: 001987 FRAME: 0738

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: June 16, 1999

\_\_\_\_\_  
Name: P. Michael Fairweather  
Title: President

Donald Stevenson  
Name: Donald Stevenson  
Title: Secretary

## PLAN OF MERGER

This Plan of Merger ("**Plan**") is entered into this 16th day of June, 1999, by and among ReSound Corporation, a California corporation ("**Subsidiary**"), and GN Acquisition Corporation, a California corporation ("**Corporation**").

1. Subsidiary and Corporation hereby agree that on the effective date (as defined in this Plan), Subsidiary and Corporation will merge into a single corporation on the following terms and conditions.
2. On the effective date, Corporation will be merged with and into Subsidiary. Subsidiary will be the surviving corporation (hereinafter sometimes called the "**Surviving Corporation**") and will assume all the liabilities of Corporation. On the effective date, the separate corporate existence of Corporation will cease, and Surviving Corporation will succeed to the properties, rights, privileges, powers, immunities, and franchises of Corporation. All rights of creditors and all liens on the property of Corporation will be preserved, unimpaired, limited in lien to the property affected by such liens immediately before the merger.
3. The merger provided for in this Plan will become effective, after the filing by and in the office of the California Secretary of State of a copy of this Plan with all requisite accompanying certificates, on July 6, 1999 (the "**effective date**").
4. Article I of the Articles of Incorporation of the Surviving Corporation shall be amended to read as follows: "The name of this corporation is GN ReSound Corporation."
5. Corporation's bylaws in effect immediately before the effective date will become the bylaws of the Surviving Corporation without change or amendment until altered, amended, or repealed as provided for in the bylaws or by law.
6. On the effective date, the directors of Corporation in office immediately before the effective date will become the directors of Surviving Corporation, and will continue as directors of Surviving Corporation until such time as their successors have been elected and qualified as provided for in the bylaws of Surviving Corporation.

7. On the effective date, the officers of Subsidiary in office immediately before the effective date will become the officers of Surviving Corporation, and will continue as officers of Surviving Corporation until such time as their successors have been elected and qualified as provided for in the bylaws of Surviving Corporation.
8. Except as provided in paragraphs 9 and 10 below, on the effective date, each outstanding share of Subsidiary's common stock, \$0.01 par value per share ("**Subsidiary Stock**"), excluding any shares of such stock not issued and outstanding at the effective date, will, by virtue of the merger and without any further action on the part of Subsidiary, Surviving Corporation, or any shareholder, be converted into the right to receive from Corporation the sum of \$8.00 per share in cash, without interest.
9. The preceding paragraph will not apply to any shares of Subsidiary Stock that constitute "dissenting shares" within the meaning of California Corporations Code Section 1300(b). The holders of such shares will have, in consideration for the cancellation of dissenting shares held by them, the rights given to them under applicable California law, including the right to receive the fair market value of those shares, in the manner and subject to the procedures and conditions provided by law.
10. On the effective date, each share of Subsidiary Stock held by Subsidiary as treasury stock or owned by GN Great Nordic Ltd. or any of its subsidiaries immediately prior to the effective date shall be canceled, and no payment shall be made with respect thereto.
11. On the effective date, each outstanding share of Corporation's common stock ("**Corporation Stock**"), excluding any shares of such stock not issued and outstanding at the effective date, will, by virtue of the merger and without any further action on the part of Subsidiary, Surviving Corporation, or any shareholder, be converted into and become one share of common stock of the Surviving Corporation.
12. From and after the effective date, no transfer of Subsidiary Stock outstanding before the effective date will be made on the record books of Subsidiary.
13. This Plan may be terminated at any time before the effective date by action of the shareholders of Subsidiary or by the mutual consent and action of the boards of directors of Subsidiary and Corporation.
14. The validity, interpretation, and performance of this Plan will be controlled by and construed under the laws of the State of California.

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