

04-24-2000



101332616

24

MRD 3.24.00

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 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

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation
- 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.)

04/21/2000 DNGUYEN 00000314 1089021

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
50.00 OP

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

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)

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.

Name of Person Signing

Signature

Date Signed

**ASSIGNMENT OF TRADEMARKS
BETWEEN
GENERAL MEDICAL CORPORATION
A/K/A WHITTAKER GENERAL MEDICAL CORPORATION
AND
MCBAR MEDICAL INDUSTRIES, INC.**

Whereas, GENERAL MEDICAL CORPORATION A/K/A WHITTAKER GENERAL MEDICAL CORPORATION, having a principal place of business at 8741 Landmark Road, Richmond, Virginia 23228 (hereinafter "Assignor") is the owner of the following trademarks and registrations:

UNITED STATES OF AMERICA TRADEMARKS/REGISTRATIONS/SERVICE MARKS:

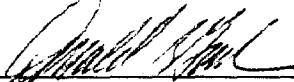
<u>Mark</u>	<u>Registration No.</u>
LaCrosse	RG-1,130,215
Operand	RG-1,089,021
Operand	RG-1,191,034
Operand	RG-1,258,127

Whereas, pursuant to an Agreement dated February 20, 1995 (the "Assets Purchase Agreement") among General Medical Manufacturing Company, McBar Medical Industries, Inc., having a principal place of business at Starks Building, Suite 825, 455 South Fourth Street, Louisville, Kentucky 40202 (hereinafter "MMI"), and the Assignor, the Assignor has agreed to assign to the Assignee its rights, title and interests in and to said trademarks and registrations;

Whereas, as permitted by the Assets Purchase Agreement, MMI has designated Redi Products, Inc. (hereinafter "Assignee"), a Kentucky corporation, to receive said trademarks and registrations;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration paid to it by said Assignee pursuant to the Assets Purchase Agreement, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto the Assignee, all its rights, title and interests in and to the registrations and trademarks, together with the goodwill attached thereto.

GENERAL MEDICAL CORPORATION A/K/A
WHITTAKER GENERAL MEDICAL
CORPORATION (Assignor)

By:  _____

Title: DONALD B. GARBER
 SENIOR VICE PRESIDENT

Date: March 3, 1995

ARTICLES OF MERGER

OF

**REDI PRODUCTS, INC.
A Kentucky Corporation**

into

**APLICARE, INC.
A Kentucky Corporation**

RECEIVED & FILED
\$ 50.00
JAN 2 2 09 PM '97
JOHN Y. BROWN III
SECRETARY OF STATE
COMM. OF KENTUCKY
BY JH

Pursuant to the applicable sections of Chapter KRS 271B, the undersigned corporations, APLICARE, INC., a corporation of the State of Kentucky, and REDI PRODUCTS, INC., a corporation of the State of Kentucky, adopt the following Articles of Merger.

FIRST: The names of the corporations participating in the merger and the States under the laws of which they are respectively organized are as follows:

<u>Name of Corporation</u>	<u>State</u>
APLICARE, INC.	Kentucky
REDI PRODUCTS, INC.	Kentucky

SECOND: The name of the surviving corporation is APLICARE, INC., and such corporation is to be governed by the laws of the State of Kentucky.

THIRD: The plan of merger attached hereto was unanimously approved by all of the Shareholders and the Board of Directors of each of the undersigned corporations on December 16, 1996.

IN WITNESS WHEREOF, the undersigned Corporations, by and through their respective Presidents and Secretaries have executed this instrument on the date indicated below.

APLICARE, INC.

REDI PRODUCTS, INC.

By: Philip Hamrock
President

By: Philip Hamrock
President

And: Jeffrey N. Drake
Secretary

And: Jeffrey N. Drake
Secretary

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, Vernon L. Bartzell, a Notary Public, do hereby certify that on this 16th day of December, 1996, personally appeared before me PHILIP J. HAMROCK, who being by me first duly sworn, declared that he is the President of APLICARE, INC. and REDI PRODUCTS, INC. and that he signed the foregoing document as President of both corporations, and the statements therein contained are true.

My commission expires: June 11, 1999

Vernon L. Bartzell
NOTARY PUBLIC

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

I, Vernon L. Bartzell, a Notary Public, do hereby certify that on this 16th day of December, 1996, personally appeared before me JEFFERY N. DRAKE, who being by me first duly sworn, declared that he is the Secretary APLICARE, INC. and REDI PRODUCTS, INC., and that he signed the foregoing document as Secretary of both corporations, and the statements therein contained are true.

My commission expires: June 11, 1999

Vernon L. Bartzell
NOTARY PUBLIC, State-at-Large, Kentucky

THIS INSTRUMENT PREPARED BY:

V.L. Baltzell

VICTOR L. BALTZELL, JR.
MOSLEY, CLARE & TOWNES
Fifth Floor, Hart Block Building
730 West Main Street
Louisville, KY 40202
Phone : (502) 583-7400

**PLAN AND AGREEMENT OF
MERGER**

This is a PLAN AND AGREEMENT OF MERGER (the "Agreement") dated as of December 16, 1996, between APLICARE, INC. ("Aplicare"), a Kentucky corporation; and REDI PRODUCTS, INC. ("Redi"), a Kentucky corporation, with Redi sometimes referred to as the Merging Corporation.

ARTICLE I

The Merger

SECTION 1.1 Statutory Merger. Upon the terms and conditions set forth in this Agreement, and in accordance with the provisions of the Kentucky Business Corporation Act, Redi shall be merged with and into Aplicare (the "Merger") at the Effective Time (as defined in Section 1.2 herein).

SECTION 1.2 Articles of Merger and Effective Time of Merger. Immediately after approval of the Merger by the shareholders of Aplicare and the shareholders of Redi, and subject to the terms and conditions of this Agreement, Aplicare and Redi shall duly execute Articles of Merger at a closing pursuant to Section 1.5 herein. The Articles of Merger shall immediately thereafter be duly filed with the Secretary of State of Kentucky. As used in this Agreement, the term "Effective Time" shall mean the opening of business on the date the Articles of Merger are filed with the Kentucky Secretary of State.

SECTION 1.3 Effect of Merger. At the Effective Time:

(a) The separate existence of the Merging Corporation shall cease, and Aplicare, as the surviving corporation in the Merger (the "Surviving Corporation"), shall continue its corporate existence under the laws of the Commonwealth of Kentucky under its existing name;

(b) The Surviving Corporation shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of corporations organized under the Kentucky Business Corporation Act;

(c) The Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of Aplicare and the Merging Corporation.

(d) All property, real, personal and mixed, and all debts due on whatever account, including subscriptions for shares, and all other choses in action, and all and every other interest of or belonging to or due to each of Aplicare and the Merging Corporation shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed;

(e) The Surviving Corporation shall be responsible and liable for all the liabilities and obligations of Aplicare and the Merging Corporation;

(f) Any existing claim or action or proceeding pending by or against Aplicare or the Merging Corporation may be prosecuted as if the Merger had not taken place, or the Surviving Corporation, in its discretion, may be substituted in the place of Aplicare or the Merging Corporation; and

(g) Neither the rights of creditors nor any liens upon the property of either Aplicare or the Merging Corporation shall be impaired by the Merger.

SECTION 1.4 Name, Articles, Bylaws, Directors and Officers of Surviving Corporation. From and after the Effective Time, until changed or amended in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation and with the Kentucky Business Corporation Act:

(a) The name of the Surviving Corporation shall be "APLICARE, INC."

(b) The Articles of Incorporation of Aplicare at the Effective Time shall become the Articles of Incorporation of the Surviving Corporation.

(c) The Bylaws of Aplicare at the Effective Time shall become the Bylaws of the Surviving Corporation.

(d) The members of the Board of Directors of Aplicare at the Effective Time shall become the members of the Board of Directors of the Surviving Corporation.

(e) The officers of Aplicare at the Effective Time shall become the officers of the Surviving Corporation.

SECTION 1.5 Date and Time of Closing. The closing of the transaction contemplated by this Agreement (the "Closing") shall be held at the offices of Mosley, Clare & Townes, 730 West Main Street, Suite # 500, Louisville, Kentucky 40202 at 9:00 a.m. on December 31, 1996, or such other place, time and date as the parties shall agree.

ARTICLE II Conversion of Shares

SECTION 2.1 Conversion of Shares. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) All of the shares of common stock of Redi Products, no par value, issued and outstanding at the Effective Time shall be converted into one share of validly issued, fully paid non-assessable shares of the common stock, \$.01 par value, of the Surviving Corporation. In a manner provided in Section 2.2 hereof, the shareholders of record with respect to Redi shall be issued certificates representing shares of stock of the Surviving Corporation in proportion to their ownership of the common stock of Aplicare.

(b) None of the shares of common stock, \$.01 par value of Aplicare issued at the Effective Time of the Merger shall be converted as a result of the Merger, but all of such shares shall remain issued shares of common stock of the Surviving Corporation.

SECTION 2.2 Issuance of Certificates. Aplicare shall arrange at or before the Effective Time to issue to each holder of the common stock of the Merging Corporation a certificate representing the common stock of the Surviving Corporation to which such record holder is then entitled. As of the Effective Time, the stock transfer records of the Merging Corporation shall be closed and no further transfers on the stock transfer records of the Merging Corporation shall be made. Holders of certificates representing common stock of the Merging Corporation, issued and outstanding at the Effective Time, shall have no rights under this Agreement with respect to such certificates other than to surrender them pursuant to this Section 2.2.

IN WITNESS WHEREOF, Aplicare and the Merging Corporation have caused their respective duly authorized officers to execute and deliver multiple counterparts of this Agreement as of the date set forth in the preamble hereto.

"APLICARE"

APLICARE, INC.

By:


Philip J. Hamrock, President

"REDI"

REDI PRODUCTS, INC.

By:


Philip J. Hamrock, President