

01/08/01

10 11

FORM PTO-1594  
1-31-92

1/5/01

RECOF  
TR

01-24-2001



Express Mail No.: EL 501 740 041 US

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and T:  
Box Assignment, Washington, DC 20231

101592190

Final documents or copy thereof.

1. Name of conveying party(ies):  
  
VALIGEN CORPORATION

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_  
Additional name(s) of conveying party(ies) attached?   
Yes  No

2. Name and address of receiving party(ies):  
  
Name: VALIGEN (US), INC.  
Internal Address: 300 PHEASANT RUN  
Street Address: NEWTON  
City     State PA ZIP 18940

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  
(Designation must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: DECEMBER 14, 2000

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

A. Trademark Application No.(s) 75/526244;  
75/526247; 75/942509; 76/081290; 76/077267

B. Trademark registration No.(s) 2341806; 2341804; 2339145;  
2341805; 2339146

Additional numbers attached?  Yes  No

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

PENNIE & EDMONDS LLP  
1155 Avenue of the Americas  
New York, NY 10036

Attn.: Constance Golden, Esq.

File No.: 9408-054999

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41):.....\$ 265.00

Please charge to the deposit account listed in Section 8.

8. Deposit account number:  
16-1150

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.*

Constance Golden, Esq.  
Name of Person Signing      Reg. No. 75526244

Constance Golden      JAN. 5, 2001  
Signature      Date

Total number of pages comprising cover sheet: 15

01/24/2001 AAHMED1 00000027 161150  
01 FC:481  
02 FC:482

40.00 CH  
225.00 CH

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK  
REEL: 002219 FRAME: 0781

NY2 - 1157314.1

CERTIFICATE OF MERGER  
OF  
VALIGEN CORPORATION  
INTO  
VALIGEN (US), INC.



the under signed corporation organized and existing under and by virtue of the General Corporation law of Delaware DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

<u>NAME</u>	<u>STATE OF INCORPORATION</u>
ValiGen (US), Inc.	Delaware
ValiGen Corporation	Delaware

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of section 251 of the General Corporation Law of Delaware.

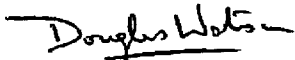
THIRD: That the name of the surviving corporation of the merger is ValiGen (US), Inc.

FOURTH: That the Certificate of Incorporation of ValiGen (US), Inc., a Delaware corporation which will survive the merger, shall be Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement of Merger is on file at the principal place of business of the surviving corporation, the address of which is 300 Pheasant Run, Newtown, PA 18940.

Dated: December 14, 2000.

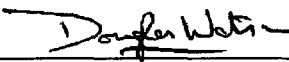
VALIGEN (US), INC.

  
\_\_\_\_\_  
Douglas G. Watson  
President

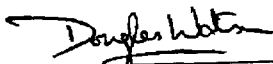
NYLIB1/775753/1

**Acknowledgment**

THE UNDERSIGNED, President of ValiGen Corporation, a Delaware corporation, who executed on behalf of said corporation the foregoing Agreement and Plan of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Agreement and Plan of Merger to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

By:   
Name: Douglas G. Watson  
Title: President

THE UNDERSIGNED, President of ValiGen (US), Inc., a Delaware corporation, who executed on behalf of said corporation the foregoing Agreement and Plan of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Agreement and Plan of Merger to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

By:   
Name: Douglas G. Watson  
Title: President

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made and entered into as of this 14th day of December, 2000 by and between ValiGen Corporation, a Delaware corporation, (the "Merging Corporation"), and ValiGen (US), Inc., a Delaware corporation (the "Surviving Corporation").

### WITNESSETH:

WHEREAS, the Surviving Corporation is a corporation duly organized and existing under the laws of the State of Delaware, governed by the provisions of the General Corporation Law of the State of Delaware and of its Certificate of Incorporation and By-laws;

WHEREAS, the Merging Corporation is a corporation duly organized and existing under the laws of the State of Delaware, governed by the provisions of the General Corporation Law of the State of Delaware and of its Certificate of Incorporation and By-laws;

WHEREAS, the Surviving Corporation has, as of the date hereof, has authorized capital stock of 39,000,000 shares, consisting of 30,000,000 shares of common stock, par value \$0.01 per share (the "Common Stock") and 9,000,000 shares of preferred stock, par value \$0.01 per share (the "Preferred Stock"), and, as of the date hereof, issued and outstanding 8,780,031.3 shares of Common Stock;

WHEREAS, the Merging Corporation has, as of the date hereof, issued and outstanding 800 shares of Common Stock; and

WHEREAS, each of the Merging Corporation and the Surviving Corporation desires that the Merging Corporation merge with and into the Surviving Corporation; and each of the Merging Corporation and the Surviving Corporation desires that the merger provided for herein (the "Merger") be a tax-free reorganization pursuant to the Internal Revenue Code of 1986, as amended.

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

- The Merger; Surviving Company. The Merger shall become effective upon acceptance of the Certificate of Merger by the office of the Secretary of State of the State of Delaware in accordance with the provisions of paragraph (c)(3) of Section 103 of the General Corporation Law of the State of Delaware (the "Effective Time"). At the Effective Time, the Merging Corporation shall be merged with and into the Surviving Corporation, in accordance with the provisions of the General Corporation Law of the State of Delaware, whereupon the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall be the corporation surviving the Merger and shall continue to be governed by the General Corporation Law of the State of Delaware.
- Governing Documents. (a) The Certificate of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving the Merger without change

or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

(b) The By-laws of the Surviving Corporation, as in effect immediately prior to the Effective Time, shall continue in full force and effect as the By-laws of the corporation surviving the Merger without change or amendment until thereafter amended in accordance with the provisions thereof and applicable laws.

3. Succession. (a) At the Effective Time, the separate existence of the Merging Corporation shall cease and the Surviving Corporation, shall, without further transfer, become entitled to all the rights, privileges, powers and franchises of a public and private nature, and be subject to all the obligations, duties, restrictions and disabilities of each of the Merging Corporation and the Surviving Corporation; and all property, real, personal and mixed, and all debts due to each of the Merging Corporation and the Surviving Corporation on whatever account, as well as all other rights and things in action belonging to each of the Merging Corporation and the Surviving Corporation, shall be vested in the Surviving Corporation; and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation and the Surviving Corporation, respectively; and the title to any real estate and other property vested, by deed or otherwise, in either of the Merging Corporation or the Surviving Corporation shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of the Merging Corporation shall be preserved unimpaired.

(b) To the extent permitted by law, any claim existing or action or proceedings pending by or against either of the Merging Corporation or the Surviving Corporation may be prosecuted as if the Merger had not taken place. All valid debts, liabilities, duties and other obligations (including those arising under applicable laws) of the Merging Corporation and the Surviving Corporation, respectively, shall thenceforth attach to and be assumed by the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities, duties and other obligations (including those arising under applicable laws) had been incurred or contracted by it.

(c) All company acts, plans, policies, agreements, arrangements, approvals and authorizations of the Merging Corporation and its sole stockholder, 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 the Merging Corporation.

4. Directors. The Director at the Effective Time of the Surviving Corporation shall thereafter be the Director of the corporation surviving the Merger and shall continue in office for the terms provided by law or in the Surviving Corporation's Certificate of Incorporation or By-laws, or until removed or replaced in accordance with applicable law or in the Surviving Corporation's Certificate of Incorporation or By-laws.

5. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of the Merging Corporation such deeds 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, advisable 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 the Merging Corporation, and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the Director of the Surviving Corporation is fully authorized in the name and on behalf of the Merging Corporation or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Conversion of Shares. The basis of converting issued stock of the Merging Corporation into stock of the Surviving Corporation shall be as follows: the shares of common stock of the Merging Corporation that are issued and outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the Merging Corporation, the Surviving Corporation or the sole holder thereof, cease to exist and shall be canceled, and the Surviving Corporation in consideration thereof shall issue one share of its common stock to the sole stockholder of the Merging Corporation.

7. Conditions to Merger. The consummation of the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following conditions:

(a) The approval of this Agreement and Plan of Merger by the sole stockholder of the Merging Corporation.

(b) The approval of this Agreement and Plan of Merger by the sole stockholder of the Surviving Corporation.

(c) No statute, rule, regulation, decree, order or injunction shall have been promulgated, enacted, entered or enforced by any United States federal or state government, governmental agency or authority or court which remains in effect and prohibits, restrains, enjoins or restricts the consummation of the Merger.

8. Termination; Amendment. Notwithstanding anything contained herein to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by the sole stockholder of the Merging Corporation or the sole stockholder of the Surviving Corporation at any time prior to the date of filing of the Certificate of Merger with the office of the Secretary of State of the State of Delaware. Subject to applicable law, this Agreement and Plan of Merger may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the date of filing of the Certificate of Merger with the office of the Secretary of State of the State of Delaware, provided that subsequent to the adoption of this Agreement and Plan of Merger by the sole stockholder of the Merging Corporation or the sole stockholder of the Surviving Corporation an amendment shall not (a) alter or change any term of the Certificate of Incorporation of the corporation surviving the Merger, or (b) alter or change any of the terms and conditions of this Agreement and Plan of Merger if such alteration or change would adversely affect the holders of any capital stock of the Merging Corporation or capital stock of the Surviving Corporation, as the case may be.

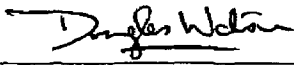
10. Counterparts. This Agreement and Plan of Merger may be executed in one or more counterparts, all of which shall constitute one and the same agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

11. Interpretation. The headings contained in this Agreement and Plan of Merger are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement and Plan of Merger.

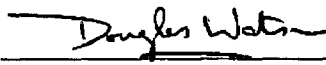
12. Miscellaneous. This Agreement and Plan of Merger (i) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof, (ii) shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this Agreement and Plan of Merger shall not be assigned by operation of law or otherwise by any party without the consent of the other parties, and (iii) shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed by their respective duly authorized officers as of the date first above written.

VALIGEN CORPORATION  
A DELAWARE CORPORATION (THE MERGING CORPORATION)

By:   
Name: Douglas G. Watson  
Title: President

VALIGEN (US), INC.  
A DELAWARE CORPORATION (THE SURVIVING CORPORATION)

By:   
Name: Douglas G. Watson  
Title: President



**VALIGEN (US), INC.**

WRITTEN CONSENT OF THE SOLE STOCKHOLDER

IN LIEU OF SPECIAL MEETING

---

THE UNDERSIGNED, constituting the sole stockholder of ValiGen (US), Inc., a Delaware corporation (the "Corporation"), acting in accordance with Section 251 of the General Corporation Law of the State of Delaware, hereby waive the calling of a meeting and consent in writing to the adoption of the following resolutions, and direct that this written consent be filed with the minutes of the proceedings of the Corporation.

WHEREAS: The sole stockholder of the Corporation has deemed it advisable and in the best interests of the Corporation to authorize and approve that certain Agreement and Plan of Merger (the "Merger Agreement") which provides for the merger of ValiGen Corporation, a Delaware corporation ("ValiGen"), with and into the Corporation, upon the terms and conditions set forth in the Merger Agreement (the "Merger").

NOW, THEREFORE, BE IT:

RESOLVED, that the sole stockholder of the Corporation deems it advisable and in the best interest of the Corporation to enter into the Merger Agreement, substantially in the form attached hereto as Exhibit A, pursuant to which ValiGen will merge with and into the Corporation, and the Corporation shall be the surviving corporation;


RESOLVED, that the sole stockholder of the Corporation deems it advisable and in the best interest of the Corporation to execute and file the Certificate of Merger for the Merger by and between the Corporation and ValiGen, substantially in the form attached hereto as Exhibit B, pursuant to which ValiGen will merge with and into the Corporation, and the Corporation shall be the surviving corporation;

RESOLVED, that, in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware, the Merger Agreement and Merger be, and hereby is, approved and adopted;

RESOLVED, that, in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware, the Certificate of Merger be, and hereby is, approved and adopted; and

RESOLVED, that the Merger, pursuant to the terms and conditions of the Merger Agreement and Certificate of Merger, be structured as a tax-free reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the undersigned, being the authorized signatory of the sole stockholder of the Corporation, has executed this written consent this 14th day of December, 2000.



\_\_\_\_\_  
Douglas G. Watson

**VALIGEN CORPORATION**

WRITTEN CONSENT OF THE SOLE STOCKHOLDER

IN LIEU OF SPECIAL MEETING

---

THE UNDERSIGNED, constituting the sole stockholder of ValiGen Corporation, a Delaware corporation (the "Corporation"), acting in accordance with Section 251 of the General Corporation Law of the State of Delaware, hereby waive the calling of a meeting and consent in writing to the adoption of the following resolutions, and direct that this written consent be filed with the minutes of the proceedings of the Corporation.

WHEREAS: The sole stockholder of the Corporation has deemed it advisable and in the best interests of the Corporation to authorize and approve that certain Agreement and Plan of Merger (the "Merger Agreement") which provides for the merger of the Corporation with and into ValiGen (US), Inc., a Delaware corporation ("ValiGen (US)"), upon the terms and conditions set forth in the Merger Agreement (the "Merger").

NOW, THEREFORE, BE IT:

RESOLVED, that the sole stockholder of the Corporation deems it advisable and in the best interest of the Corporation to enter into the Merger Agreement, substantially in the form attached hereto as Exhibit A, pursuant to which the Corporation will merge with and into ValiGen US, and ValiGen US shall be the surviving corporation;

RESOLVED, that the sole stockholder of the Corporation deems it advisable and in the best interest of the Corporation to execute and file the Certificate of Merger for the Merger by and between the Corporation and ValiGen US, substantially in the form attached hereto as Exhibit B, pursuant to which the Corporation will merge with and into ValiGen US, and ValiGen US shall be the surviving corporation;

RESOLVED, that, in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware, the Merger Agreement and Merger be, and hereby is, approved and adopted;

RESOLVED, that, in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware, the Certificate of Merger be, and hereby is, approved and adopted; and

RESOLVED, that the Merger, pursuant to the terms and conditions of the Merger Agreement and Certificate of Merger, be structured as a tax-free reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the undersigned, being the authorized signatory of the sole stockholder of the Corporation, has executed this written consent this 14th day of December, 2000.



\_\_\_\_\_  
Douglas G. Watson

**VALIGEN (US), INC.**

WRITTEN CONSENT OF THE BOARD OF DIRECTORS

IN LIEU OF SPECIAL MEETING

---

THE UNDERSIGNED, constituting the entire Board of Directors of ValiGen (US), Inc., a Delaware corporation (the "Corporation"), acting in accordance with Section 141 of the General Corporation Law of the State of Delaware, hereby waive the calling of a meeting and consent in writing to the adoption of the following resolutions, and direct that this written consent be filed with the minutes of the proceedings of the Corporation.

WHEREAS: The Board of Directors of the Corporation has deemed it advisable and in the best interests of the Corporation to authorize and approve that certain Agreement and Plan of Merger (the "Merger Agreement") which provides for the merger of ValiGen Corporation, a Delaware corporation ("ValiGen"), with and into the Corporation, upon the terms and conditions set forth in the Merger Agreement (the "Merger").

NOW, THEREFORE, BE IT:

RESOLVED, that the Board of Directors of the Corporation deems it advisable and in the best interest of the Corporation to enter into the Merger Agreement, substantially in the form attached hereto as Exhibit A, pursuant to which ValiGen will merge with and into the Corporation, and the Corporation shall be the surviving corporation; and that the Merger Agreement be submitted to the sole stockholder of the Corporation for its approval;

RESOLVED, that the Board of Directors of the Corporation deems it advisable and in the best interest of the Corporation to execute and file the Certificate of Merger for the Merger by and between the Corporation and ValiGen, substantially in the form attached hereto as Exhibit B, pursuant to which ValiGen will merge with and into the Corporation, and the Corporation shall be the surviving corporation; and that the Certificate of Merger be submitted to the sole stockholder of the Corporation for its approval;

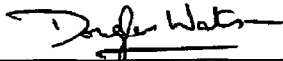
RESOLVED, that, subject to the approval of the Corporation's sole stockholder in accordance with the provisions of Section 251 of the General Corporation Law of the State of Delaware, the Merger Agreement and Merger be, and hereby is, approved and adopted; and that the President of the Corporation and such other appropriate officers, in the name and on behalf of the Corporation be, and hereby are, authorized, empowered and directed to execute and deliver the Merger Agreement, such execution and delivery thereof to be conclusive evidence of the authority granted pursuant hereto;

RESOLVED, that, subject to the approval of the Corporation's sole stockholder in accordance with the provisions of Section 251 of the General Corporation Law of the State of

Delaware, the Certificate of Merger be, and hereby is, approved and adopted; and that the President of the Corporation and such other appropriate officers, in the name and on behalf of the Corporation be, and hereby are, authorized, empowered and directed to execute and deliver the Certificate of Merger, such execution and delivery thereof to be conclusive evidence of the authority granted pursuant hereto; and

RESOLVED, that the Merger, pursuant to the terms and conditions of the Merger Agreement and Certificate of Merger, be structured as a tax-free reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the undersigned, being the director of the Corporation, has executed this written consent this 14th day of December, 2000.

  
\_\_\_\_\_  
Douglas G. Watson