

08-16-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Patterson Dental Company, a
Delaware corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 22, 1992

2. Name and address of receiving party(ies)

Name: Patterson Dental Company, a
Internal Minnesota corporation
Address: _____Street Address: 1031 Mendota Heights Rd.
Mendota
City: Heights State: MN Zip: 55120

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Minnesota
☐ 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)

B. Trademark Registration No.(s) 1158304
1851762Additional number(s) attached ☐ Yes ☒ No

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

Name: Andrea M. Bond, Esq.

Internal Address: _____
Briggs and Morgan, P.A.

Street Address: 2400 IDS Center

City: Minneapolis State: MN Zip: 55402

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account
 (for deficiency only)

8. Deposit account number:

02-3732

(Attach duplicate copy of this page if paying by deposit account)

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.

Andrea M. Bond, Esq.

Name of Person Signing

Briggs and Morgan, P.A.

BY: Andrea M. Bond
SignatureAugust 3, 2001
Date

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

08/15/2001 DBYNE 00000145 1158304

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

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02 FC:48240.00 09
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AGREEMENT AND PLAN OF MERGER
OF
PATTERSON DENTAL COMPANY, A DELAWARE CORPORATION
INTO
PATTERSON DENTAL COMPANY, A MINNESOTA CORPORATION

This is an Agreement and Plan of Merger made and entered into as of the 22nd day of June, 1992 between PATTERSON DENTAL COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes referred to as "PATTERSON-DELAWARE") and PATTERSON DENTAL COMPANY, a corporation organized and existing under the laws of the State of Minnesota (hereinafter referred to as "PATTERSON-MINNESOTA). Each of PATTERSON-DELAWARE and PATTERSON-MINNESOTA sometimes hereinafter referred to as the "Constituent Corporations," do hereby prepare, sign and file the following Agreement and Plan of Merger and Articles of Merger pursuant to Subsection 252 of the General Corporation Law of the State of Delaware, and Sections 302A.601 to 302A.651 of the *Minnesota Business Corporation Act* (the "MBCA"), to wit:

First: The name and state of incorporation of the Constituent Corporations are as follows:

<u>Name of Incorporation</u>	<u>State of Incorporation</u>
Patterson Dental Company	Delaware
Patterson Dental Company	Minnesota

809657

Second: PDA, Inc., a Minnesota corporation, is the parent and owner of all of the issued and outstanding securities of each of the Constituent Corporations. The issued and outstanding shares of each of the Constituent Corporations are as follows:

<u>Name</u>	<u>Shares Issued and Outstanding</u>
PATTERSON-DELAWARE: Common Stock without par value	60
PATTERSON-MINNESOTA: Common Stock without par value	60

Third: The Plan of Merger, set forth below, was approved by the affirmative vote of a majority of the directors present at a meeting of the board of directors of each Constituent Corporation and, thereafter, the board of directors of PDA, Inc., in its capacity as the sole shareholder of each of PATTERSON-MINNESOTA and PATTERSON-DELAWARE named in paragraph First hereof, approved the following Plan of Merger. Further, all conditions precedent to the consummation of the Plan of Merger have been met.

PLAN OF MERGER

1. Name of Surviving Corporation - Patterson Dental Company, a Minnesota corporation.
2. Effective Date - The merger shall be effective upon filing.
3. Merger - On the Effective Date, PATTERSON-DELAWARE shall be merged into PATTERSON-MINNESOTA in accordance with the General Corporation Law of the State of Delaware and the MBCA. The separate existence of PATTERSON-DELAWARE shall cease and the existence of PATTERSON-MINNESOTA shall continue as the surviving corporation, unaffected and unimpaired by the merger, with all of the rights, privileges, immunities, powers and purposes of the Constituent Corporations, and PATTERSON-MINNESOTA shall continue to be subject to all of the duties and liabilities of a corporation organized under the MBCA.
4. Property, Assets, Etc. - All of the property (real, personal and mixed), rights, privileges and franchises of a public as well as of a private nature, and every other asset of

each of the Constituent Corporations, shall be held and enjoyed by the surviving corporation, as fully and entirely without change as the same were before held and enjoyed by the Constituent Corporation whose existence will cease, and shall be managed and controlled by the surviving corporation, and the surviving corporation shall assume all of the liabilities and obligations of each of the Constituent Corporations. To the extent, if any, that the ownership of any assets property, rights, privileges and franchises of the Constituent Corporation whose existence shall cease on the Effective Date, shall not, by operation of law, vest in the surviving corporation on the Effective Date of the merger, such corporation shall execute one or more instruments of transfer and shall execute any and all instruments and perform any and all acts which may be necessary, desirable or appropriate in order to effectuate this Plan of Merger, or to transfer all of the property, rights, privileges and franchises of PATTERSON-DELAWARE to PATTERSON-MINNESOTA. The president or any vice president and the secretary or any assistant secretary of each of PATTERSON-DELAWARE and PATTERSON-MINNESOTA shall be, and they hereby are, authorized to act in the name of and on behalf of their respective corporations in carrying out the provisions of this paragraph 4.

5. Number of Outstanding Shares - The number of outstanding shares of each class and series of each of the Constituent Corporations is as follows:

<u>Designation of Class and Series</u>	<u>Number of Shares Outstanding</u>
Common Stock of no par value of PATTERSON- DELAWARE	60
Common Stock of no par value of PATTERSON- MINNESOTA	60

6. Conversion of Shares - On the Effective Date of the merger, the manner and basis of converting the shares of the Constituent Corporations into shares or other securities of the surviving corporation shall be as follows:

6.1 Each share of the Common Stock of no par value of PATTERSON-MINNESOTA then issued and outstanding shall continue to be an issued and outstanding share of Common Stock of PATTERSON-MINNESOTA and such Common Stock shall, in no way, be modified or changed by the merger.

6.2 Each share of the Common Stock of no par value of PATTERSON-DELAWARE issued, or issued and outstanding, owned of record or beneficially by PDA, Inc., shall be canceled and extinguished.

7. Articles of Incorporation - The Articles of Incorporation of PATTERSON-MINNESOTA, the surviving corporation, in effect immediately prior to the Effective Date of the merger shall continue to be the Articles of Incorporation of the surviving corporation.

8. Bylaws - The Bylaws of PATTERSON-MINNESOTA in effect immediately prior to the Effective Date of the merger shall continue to be the Bylaws of the surviving corporation.

9. Board of Directors and Officers - The members of the board of directors and the officers of PATTERSON-DELAWARE holding office immediately prior to the Effective Date of the merger, shall be and will constitute the board of directors and officers of the surviving corporation.

10. Employee Benefit and Compensation Plan - Any employee benefit plan or incentive compensation plan, including any employee stock ownership plan and trust to which PATTERSON-DELAWARE is a party immediately prior to the Effective Date shall, on the Effective Date, be assumed by and continue to be the plan of PATTERSON-MINNESOTA.

11. Accounting and Tax Treatment - For accounting purposes, this merger shall be treated as a "pooling of interests." On the Effective Date, the assets and liabilities of the Constituent Corporations shall be recorded on the books of account of the surviving corporation in the amount in which they were carried on the books of the Constituent Corporations immediately prior to the Effective Date. Further, this Plan of Merger shall constitute a plan of reorganization between the Constituent Corporations pursuant to Section 368(a)(1)(F) of the *Internal Revenue Code of 1986*, as amended.

12. Termination and Abandonment - This Plan of Merger may be terminated and any other transactions provided for herein abandoned at anytime prior to the Effective Date of the merger, whether before or after adoption and approval of this Plan of Merger by action of the board of directors of PATTERSON-DELAWARE or PATTERSON-MINNESOTA, if either said board of directors determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interests of either of the Constituent Corporations.

13. Amendment - This Plan of Merger may be amended at any time prior to the Effective Date of merger, with the mutual consent of the boards of directors of PATTERSON-MINNESOTA and PATTERSON-DELAWARE; provided, however, that after the Plan of Merger has been adopted by PDA, Inc. as the sole shareholder of the Constituent Corporations, this Plan of Merger may not be amended in any manner which, in the judgment of the board of directors of PDA, Inc. would have a material adverse affect on the rights of its shareholders or in any manner which is not permitted under applicable law; provided further, however, that any amendment of this Plan of Merger after its

adoption by the sole shareholder of the Constituent Corporations shall require the prior approval of such shareholder.

14. Service of Process - PATTERSON-MINNESOTA, the surviving corporation, agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of PATTERSON-DELAWARE as well as for enforcement of any obligation of PATTERSON-MINNESOTA arising from the merger, all as provided in Subsection 252(d) of the General Corporation Law of the State of Delaware, and hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such act or proceeding. The address to which a copy of such process shall be made by the Secretary of State of Delaware is 1100 East 80th Street, Bloomington, Minnesota 55420, until the surviving corporation shall have designated to said Secretary of State a different address for such purpose.

15. Deferral - Consummation of the transactions provided for herein may be deferred by the mutual consent of the board of directors of each of the Constituent Corporations or any authorized officers thereof, for a reasonable period of time if the board of directors or officers determine that such deferral would be in the best interests of the Constituent Corporations and their respective shareholder.


16. Headings - The headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to affect the meaning or interpretation of this Plan of Merger.

17. Execution and Authority - This Plan of Merger may be signed in any number of counterparts, and all such counterparts shall constitute an original instrument. Further, the president or any vice president and the secretary or any assistant secretary of PATTERSON-DELAWARE and PATTERSON-MINNESOTA are authorized and directed to prepare, execute and file and, where appropriate, record, such Articles of Merger as are required to effectuate, complete and carry out this Plan of Merger.

05:25
IN WITNESS WHEREOF, each of the parties hereto has caused this Plan of Merger to be signed by their respective duly authorized officers this 22nd day of June, 1992.

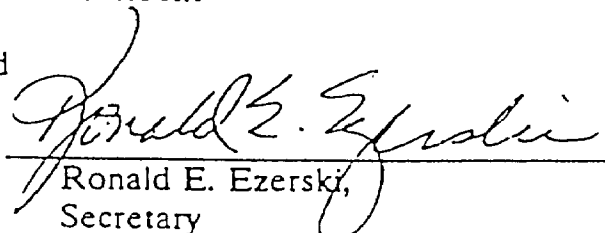
PATTERSON DENTAL COMPANY
a Delaware corporation

By


Peter L. Frechette,
President

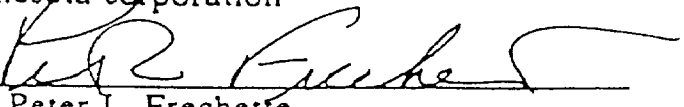
and

By


Ronald E. Ezerski,
Secretary

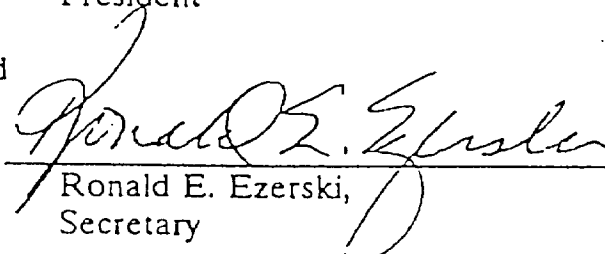
PATTERSON DENTAL COMPANY
a Minnesota corporation

By


Peter L. Frechette,
President

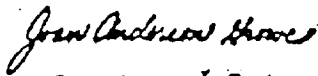
and

By


Ronald E. Ezerski,
Secretary

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

JUN 26 1992


Secretary of State

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