

U.S. DEPARTMENT OF COMMERCE  
RECORDATION FORM COVER SHEET Patent and Trademark Office  
TRADEMARKS ONLY

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

1. Name of Party(ies) conveying an interest:

LUMINEX CORPORATION

- Individual(s)
- General Partnership
- Corporation - Texas
- Other
- Association
- Limited Partnership

2. Name and Address of Party(ies) receiving an interest:

LUMINEX CORPORATION  
12212 Technology Boulevard  
Austin, Texas 78727

- Individual
- General Partnership
- Corporation - Delaware
- Other
- Citizenship
- Association
- Limited Partnership

3. Interest Conveyed:

- Assignment
- Security Agreement
- Other
- Change of Name
- Merger

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No

Effective Date: June 19, 1998

4. Application number(s) or registration number(s). Additional sheet attached? Yes  No

A. Trademark Application No.(s)  
75/484,895

B. Trademark Registration No.(s)  
2,188,365; 2,243,135

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

Name: Anita Nesser, Esq.  
Baker Botts L.L.P.  
Street Address: 2001 Ross Avenue, Suite 600  
City: Dallas  
State: Texas Zip: 75201-2980

6. Number of applications and registrations involved: 3

7. Amount of fee enclosed or authorized to be charged: \$90.00


8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):  
50-2147

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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.

Anita Nesser  
Name of Person Signing

  
Signature

March 20, 2002  
Date

Total number of pages including cover sheet 8

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

**ARTICLES OF MERGER  
 OF  
 LUMINEX CORPORATION  
 (a Texas corporation)  
 WITH AND INTO  
 LUMINEX CORPORATION  
 (a Delaware corporation)**

<b>FILED</b> in the Office of the Secretary of State of Texas  <b>JUN 19 1998</b>  Corporations Section
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Pursuant to the provisions of article 5.04 of the Texas Business Corporation Act, the undersigned corporations, Luminex Corporation, a Texas corporation ("Luminex (Texas)") and Luminex Corporation, a Delaware corporation and a wholly-owned subsidiary of Luminex (Texas) ("Luminex (Delaware)"), adopt the following Articles of Merger for the purpose of effecting a merger of Luminex (Texas) with and into Luminex (Delaware) in accordance with the provisions of article 5.01 of the Texas Business Corporation Act.

1. The Plan of Merger adopted in accordance with the provisions of article 5.03 of the Texas Business Corporation Act providing for the merger of Luminex (Texas) with and into Luminex (Delaware) resulting in Luminex (Delaware) being the surviving corporation in the merger is attached hereto as Exhibit "A" and is hereby incorporated herein by this reference as if fully copied and set forth at length herein (the "Plan of Merger").

2. The name of each of the undersigned corporations, the type of such corporation and the laws under which such corporation was organized are:

<u>Name of Corporation</u>	<u>Type of Entity</u>	<u>State</u>
Luminex Corporation	For profit	Texas
Luminex Corporation	For profit	Delaware

3. As to each of the undersigned corporations, the approval of whose stockholders is required, the number of outstanding shares of each class or series of stock of such corporation entitled to vote, with other shares or as a class, on the Plan of Merger are as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Designation of Class</u>	<u>Number of Shares Entitled to Vote as a Class or Series</u>
Luminex (Texas)	6,438,412	Common Stock	N/A
	457,250	Series A Convertible Preferred Stock	
	150,000	Series B Convertible Preferred Stock	
Luminex (Delaware)	1	Common Stock	N/A

4. As to each of the undersigned corporations, the approval of whose stockholders is required, the number of shares, not entitled to vote only as a class, voted for and against the Plan of Merger, respectively, and, if the shares of any class or series are entitled to vote as a class, the number of shares of each such class or series voted for and against the Plan of Merger, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Total Voted Against</u>	<u>Class</u>	<u>Number of Shares Entitled to Vote as a Class</u>	
				<u>Voted For</u>	<u>Voted Against</u>
Luminex (Texas)	6,381,746	2,500	Common Stock	N/A	N/A
			Series A Convertible Preferred	419,750	0
			Series B Convertible Preferred	110,925	0
Luminex (Delaware)	1	0	Common Stock	N/A	N/A

5. As to Luminex (Delaware) as the surviving corporation, the Plan of Merger and the performance of its terms were duly authorized by all action required by the laws under which said corporation was incorporated or organized and by its constituent documents.

6. In accordance with the provisions of article 10.03 of the Texas Business Corporation Act, the merger will become effective as of 11:59 p.m., Eastern standard time, on June 19, 1998.

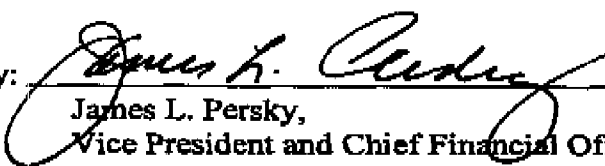
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7. Luminex (Delaware), the surviving corporation, will be responsible for the payment of all fees and franchise taxes of Luminex (Texas), and will be obligated to pay such, including penalties and/or interest thereon, if reports regarding the same were not timely filed

Dated June 18, 1998.

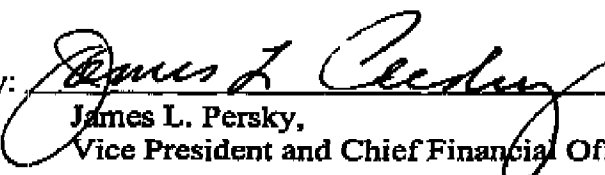
**LUMINEX (Texas):**

**LUMINEX CORPORATION**  
(a Texas corporation)

By:   
James L. Persky,  
Vice President and Chief Financial Officer

**LUMINEX (Delaware):**

**LUMINEX CORPORATION**  
(a Delaware corporation)

By:   
James L. Persky,  
Vice President and Chief Financial Officer

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**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), executed as of the 18th day of June, 1998, by and between Luminex Corporation, a Texas corporation ("Luminex (Texas)"), and Luminex Corporation, a Delaware corporation ("Luminex (Delaware)");

**WITNESSETH:**

WHEREAS, it is in the best interests of Luminex (Texas) and Luminex (Delaware) that Luminex (Texas) be merged with and into Luminex (Delaware) in accordance with the laws of the State of Texas and the laws of the State of Delaware;

NOW, THEREFORE, in consideration of the premises, mutual covenants, conditions, terms and provisions set forth in this Agreement, Luminex (Texas) and Luminex (Delaware) do hereby agree as follows:

**ARTICLE I  
MERGER OF LUMINEX (TEXAS)  
WITH AND INTO LUMINEX (DELAWARE)**

Luminex (Texas) will be merged with and into Luminex (Delaware) in accordance with, as applicable, Article 5.01 of the Texas Business Corporation Act and Section 252 of the Delaware General Corporation Law, with the effective date (the "Effective Date") of such merger (the "Merger") to be 11:59 p.m. Eastern standard time on June 19, 1998. Luminex (Delaware) will be the surviving corporation in the Merger (the "Surviving Corporation", whenever reference is made to it as of the Effective Date or thereafter), and will continue both (i) to use its present corporate name and (ii) to be governed by and incorporated in accordance with the laws of the State of Delaware.

**ARTICLE II  
EFFECT OF MERGER**

The Merger shall in all respects have the effects provided for in Article 5.06A of the Texas Business Corporation Act and Section 259 of the General Corporation Law of the State of Delaware, with all rights and obligations of Luminex (Texas) being allocated to the Surviving Corporation. Without limiting the generality of the foregoing, in addition to the effects hereinafter set forth, on the Effective Date, the separate existence of Luminex (Texas) will cease and the Surviving Corporation (the separate corporate existence and corporate name of which shall continue unimpaired by the Merger) will immediately (i) succeed, without other transfer, to all of the assets, properties, rights and claims of Luminex (Texas) and (ii) be subject to all of the debts, duties, obligations and liabilities of Luminex (Texas) in the same manner and to the same extent as if such had been incurred by the Surviving Corporation itself. Neither the rights of creditors with respect to Luminex (Texas) nor any liens upon the assets or properties of Luminex (Texas) will be impaired by the Merger. Any lawsuit, proceeding or claim pending or existing by or against Luminex (Texas) may be prosecuted or continued as if the Merger had not occurred or, alternatively, the Surviving Corporation may be substituted for Luminex (Texas) with respect to any such lawsuit, proceeding or claim.

DELTA-ONE ENTERTAINMENT

### ARTICLE III TREATMENT OF SHARES

On the Effective Date:

- (i) (a) Each share of common stock, \$.001 par value per share, of Luminex (Texas) (the "Luminex (Texas) Common Stock") which is issued and outstanding immediately prior to the Effective Date, shall by virtue of the Merger be changed and converted into one fully paid and non-assessable share of Luminex (Delaware) common stock, \$.001 par value per share (the "Luminex (Delaware) Common Stock");
- (b) Each share of Luminex (Texas) Common Stock, which is issued but not outstanding and is held by Luminex (Texas) as treasury stock immediately prior to the Effective Date, shall by virtue of the Merger be automatically canceled without payment of any consideration therefor;
- (c) Each share of Luminex (Delaware) Common Stock issued and outstanding immediately prior to the Effective Date shall be canceled and retired and shall cease to exist;
- (ii) (a) Each share of Series A Convertible Preferred Stock, \$2.00 par value per share, of Luminex (Texas) (the "Luminex (Texas) Series A Preferred Stock") which is issued and outstanding immediately prior to the Effective Date, shall by virtue of the Merger be changed and converted into one fully paid and non-assessable share of Luminex (Delaware) Series A Convertible Preferred Stock, \$2.00 par value per share (the "Luminex (Delaware) Series A Preferred Stock");
- (b) Each share of Luminex (Texas) Series A Preferred Stock, which is issued but not outstanding and is held by Luminex (Texas) as treasury stock immediately prior to the Effective Date, shall by virtue of the Merger be automatically canceled without payment of any consideration therefor;
- (c) Each share of Luminex (Delaware) Series A Preferred Stock issued and outstanding immediately prior to the Effective Date shall be canceled and retired and shall cease to exist;
- (ii) (a) Each share of Series B Convertible Preferred Stock, \$2.00 par value per share, of Luminex (Texas) (the "Luminex (Texas) Series B Preferred Stock") which is issued and outstanding immediately prior to the Effective Date, shall by virtue of the Merger be changed and converted into one fully paid and non-assessable share of Luminex (Delaware) Series B Convertible Preferred Stock, \$2.00 par value per share (the "Luminex (Delaware) Series B Preferred Stock");
- (b) Each share of Luminex (Texas) Series B Preferred Stock, which is issued but not outstanding and is held by Luminex (Texas) as treasury stock

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immediately prior to the Effective Date, shall by virtue of the Merger be automatically canceled without payment of any consideration therefor; and

(c) Each share of Luminex (Delaware) Series B Preferred Stock issued and outstanding immediately prior to the Effective Date shall be canceled and retired and shall cease to exist.

#### **ARTICLE IV CORPORATE AUTHORIZATION**

This Agreement and the Merger shall be authorized by Luminex (Texas) and Luminex (Delaware) as provided by the applicable laws of the State of Texas and the State of Delaware. If this Agreement is duly authorized and adopted by such corporations, this Agreement shall be executed, filed and recorded in accordance with the laws of the State of Texas and the State of Delaware as soon as practicable.

#### **ARTICLE V CERTIFICATE OF INCORPORATION**

The Certificate of Incorporation of Luminex (Delaware) as in effect immediately prior to the Effective Date shall be and continue to be the Certificate of Incorporation of the Surviving Corporation.

#### **ARTICLE VI BYLAWS, OFFICERS AND DIRECTORS**

The Bylaws of Luminex (Delaware), as existing immediately prior to the Effective Date, will continue in full force and effect as the Bylaws of the Surviving Corporation, until such Bylaws are thereafter modified, amended or repealed in accordance with the laws of the State of Delaware and the applicable provisions of such Bylaws. The officers and directors of Luminex (Delaware) immediately prior to the Effective Date will continue after the Merger to serve as the officers and directors of the Surviving Corporation, until such time as the successor of each such officer or director is chosen and qualified or until his or her earlier death, resignation, retirement, disqualification or removal from office.

#### **ARTICLE VII SERVICE OF PROCESS**

The Surviving Corporation may be served with process in the State of Texas in any proceeding for enforcement of any obligation of Luminex (Texas), as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, and it does hereby irrevocably appoint the Secretary of State of Texas as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed is: Luminex Corporation, c/o Thompson & Knight, P.C., 98 San Jacinto Boulevard, Suite 1200, Austin, Texas 78701, attention: Mike Bengtson.

**ARTICLE VIII  
ABANDONMENT**

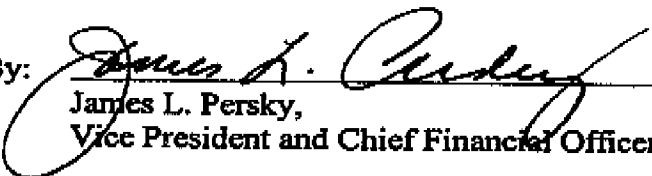
At any time prior to the Effective Date of the Merger, this Agreement may be terminated and abandoned by the Board of Directors of any of the constituent corporations to this Agreement, notwithstanding favorable action on the Merger by the stockholders of all or any of such constituent corporations.

IN WITNESS WHEREOF, Luminex (Texas) and Luminex (Delaware) have caused this Agreement to be executed as of the date first above written.

ATTEST:

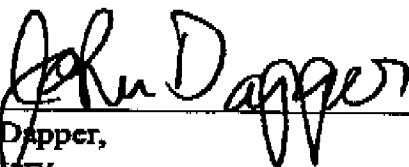
**LUMINEX CORPORATION  
(a Texas corporation)**


  
\_\_\_\_\_  
John Dapper,  
Secretary

By:   
\_\_\_\_\_  
James L. Persky,  
Vice President and Chief Financial Officer

ATTEST:

**LUMINEX CORPORATION  
(a Delaware corporation)**

  
\_\_\_\_\_  
John Dapper,  
Secretary

By:   
\_\_\_\_\_  
James L. Persky,  
Vice President and Chief Financial Officer

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