

04-19-2002

FORM PTO-1595
1-31-92

REC



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102061622

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

1. Name of Conveying Party(ies):
EMP International, Inc.

Individual(s) Association
 General partnership Limited Partnership

Corporation- Oregon **4-11-02**
 Other

Additional name(s) of conveying party(ies) attached? YES NO

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

Name: EMP America, Inc.

Internal Address: _____

Street Address: P.O. Box 21738
500 S. Danebo Avenue

City Eugene State OR ZIP 97402

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Oregon
 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 21, 2001
 Effective Date: January 1, 2002

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) See Exhibit A (attached)

Additional numbers attached? Yes No

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

Name James S. Leigh, Esq.
Klarquist Sparkman, LLP

Internal Address: _____

One World Trade Center, Suite 1600

Street Address: _____

121 S.W. Salmon Street
Portland, Oregon 97024-2988

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$140.00

Enclosed
 Any deficiency/overpayment is authorized to be charged to deposit account. A copy of this sheet is enclosed.

8. Deposit account number: 02-4550

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.

James S. Leigh [Signature] 3-29-02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 10

04/18/2002 LWEILER 0000246 130410
01 FC:481
02 FC:482
40.00 DP
100.00 DP

Exhibit A

Mark	Registration No.	Registration Date
MEDIC FIRST AID	1,384,810	2/25/86
EMP INTERNATIONAL AND GLOBE DESIGN	2,359,310	6/20/2000
MEDIC FIRST AID	1,713,566	9/8/1992
CPR DESIGN	1,203,969	8/31/1982
EMP AND DESIGN	1,222,912	1/4/1983

CERTIFICATE

State of Oregon

OFFICE OF THE SECRETARY OF STATE
Corporation Division

I, **BILL BRADBURY**, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That the attached copy of the
**Articles of
Merger**
filed on
December 28, 2001
for
EMP INTERNATIONAL, INC.
merging with and into
EMP AMERICA, INC.
is a true copy of the original document
that has been filed with this office.

In Testimony Whereof, I have hereunto set
my hand and affixed hereto the Seal of the
State of Oregon.

BILL BRADBURY, Secretary of State



By Debra L. Virag
Debra L. Virag
January 18, 2002

Submit the original and one true copy \$10.00



SECRETARY OF STATE Corporation Division Business Registry 158 12th Street NE Salem, OR 97310-0210 (503) 378-4166

THIS SPACE FOR OFFICE USE ONLY

Survivor's Registry Number: 331192-80

FILED DEC 28 2001 OREGON SECRETARY OF STATE

ARTICLES OF MERGER By Shareholders

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

1. Names of the corporations proposing to merge:

A. EMP America, Inc. Oregon registry # 331192-80

B. EMP International, Inc. Oregon registry # 09777582

2. Name of the surviving corporation: EMP America, Inc.

3. A copy of the plan of merger is attached.

4. Corporation A -- check the appropriate statement: 5. EFFECTIVE DATE: JANUARY 1, 2002

[] Shareholder approval was not required.

[X] Shareholder approval was required. The shareholder vote was as follows:

Table with 5 columns: Class or series of shares, Number of shares outstanding, Number of votes entitled to be cast, Number of votes cast for, Number of votes cast against. Row 1: Common, 45, 45, 45, -0-

Corporation B -- check the appropriate statement:

[] Shareholder approval was not required.

[X] Shareholder approval was required. The shareholder vote was as follows:

Table with 5 columns: Class or series of shares, Number of shares outstanding, Number of votes entitled to be cast, Number of votes cast for, Number of votes cast against. Row 1: Common, 100, 100, 100, -0-

Execution for Corporation A

Signature: Maryl Barker

Printed name: MARYL BARKER

Title: PRESIDENT

Execution for Corporation B

Signature: Maryl Barker

Printed name: MARYL BARKER

Title: PRESIDENT

Person to contact about this filing:

Name: Michael J. Morris

Daytime phone number: 503-227-4600

Make checks payable to the Corporation Division. Submit the completed form and fee to: Corporation Division, Business Registry, 158 12th Street NE, Salem, Oregon 97310-0210. BC-11 (5/90)

TRADEMARK

Handwritten initials and date: 12-28

AGREEMENT AND PLAN OF MERGER

DATE: December 21st, 2001
EFFECTIVE DATE: January 1, 2002
PARTIES: EMP America, Inc. ("EMPA")
500 South Danebo
Eugene OR 97402
EMP International, Inc. ("EMPI")
500 South Danebo
Eugene OR 97402

RECITALS:

- A. EMPA and EMPI are referred to jointly as the Constituent Corporations in some sections of this agreement.
- B. The Constituent Corporations desire to effect a merger on the terms set forth in this agreement, pursuant to the provisions of the Oregon Business Corporations Act.
- C. The Constituent Corporations intend the merger to be a reorganization within the meaning of IRC Sec. 368(a)(1)(A).

AGREEMENT:

SECTION 1 - MERGER OF CONSTITUENT CORPORATIONS

1.1 MERGER - Effective January 1, 2002 EMPI shall be merged with and into EMPA, the separate existence of EMPI shall cease, and EMPA shall survive as a corporation under the name EMP America, Inc. ("the Surviving Corporation"), organized and governed by the laws of the State of Oregon. From that time, the Surviving Corporation, to the extent consistent with its Articles of Incorporation as altered by the merger, shall possess all the rights, privileges, immunities, and franchises of each of the Constituent Corporations; all property belonging to EMPI shall be transferred to and vested in the Surviving Corporation without further act or deed; the Surviving Corporation shall be responsible for all liabilities of each of the Constituent Corporations; all in the manner and with the effect set forth in ORS 60.497.

1.2 FURTHER ASSURANCES - From time to time, after the effective date, the officers and directors of EMPI last in office shall execute and deliver such deeds and other

instruments and shall cause to be taken such further actions as shall reasonably be necessary in order to vest or perfect in the Surviving Corporation title to and possession of all the property, interests, assets, rights, immunities and franchises of EMPI.

1.3 EFFECTIVE DATE - The merger of EMPI and EMPA shall become effective on January 1, 2002.

SECTION 2 - ARTICLES OF INCORPORATION, BYLAWS, DIRECTORS AND OFFICERS

At the effective date:

2.1 ARTICLES OF INCORPORATION - The Articles of Incorporation of EMPA as in effect immediately prior to the effective date shall be the Articles of the Surviving Corporation until amended.

2.2 BYLAWS - The bylaws of EMPA as in effect immediately prior to the effective date shall be the bylaws of the Surviving Corporation until amended or repealed.

2.3 DIRECTORS AND OFFICERS - The Board of Directors of the Surviving Corporation shall consist of persons who are the Board of Directors of EMPA immediately prior to the effective date and they shall hold offices in each case until their successors are elected and qualify. The officers of the Surviving Corporation shall be persons who are the officers of EMPA immediately prior to the effective date, and they shall hold office in each case at the pleasure of the Board of Directors of the Surviving Corporation.

SECTION 3 - MANNER AND BASIS OF CONVERTING SHARES

3.1 CONVERSION OF SHARES - At the effective date:

3.1.1 Each share of the common stock of EMPI that is issued and outstanding immediately prior to the effective date shall be converted into 0.55 of a share of fully paid and nonassessable common stock of the Surviving Corporation, so that 100 shares of EMPI stock will be converted into 55 shares of EMPA stock.

3.1.2 Each share of common stock of EMPA that is issued and outstanding immediately prior to the effective date shall continue to be an issued and outstanding share of common stock of the Surviving Corporation.

3.2 ADJUSTMENT OF CONVERSION RATIO - If between the date of this agreement and the effective date, EMPI or EMPA shall reclassify, combine, or subdivide its common stock or declare or pay any dividend or distribution in shares of its common stock, or

shall agree to do any of the foregoing as of a record date prior to the effective date, then an appropriate adjustment shall be made in the number of shares of common stock of the Surviving Corporation into which shares of common stock of EMPI would otherwise be converted by the merger.

3.3 CERTIFICATES FOR SHARES - Each certificate that, prior to the effective date, represented shares of common stock of EMPA from and after the effective date shall represent shares of common stock of the Surviving Corporation. Each certificate that, prior to the effective date, represented shares of common stock of EMPI from and after the effective date, shall represent the number of shares of common stock of EMPA into which such shares are converted. Each holder of shares of common stock of EMPI that are converted in the merger into shares of common stock of the Surviving Corporation, upon surrender of the certificate therefor to the Surviving Corporation, shall be entitled to receive a certificate evidencing the ownership of shares of the Surviving Corporation into which such shares of common stock of EMPI are converted at the effective date.

SECTION 4 - REPRESENTATIONS AND WARRANTIES OF EMPI

4.1 ORGANIZATION AND CORPORATE POWER - EMPI is an Oregon Corporation duly incorporated, validly existing and in good standing under the laws of the State of Oregon.

4.2 COMMON STOCK - EMPI is authorized to issue 500 shares of stock. 100 shares have been issued, are outstanding and are owned by Maryl Barker. 200 shares have been issued, but have been redeemed by the corporation, and are no longer outstanding. No other capital stock of the company is issued and outstanding.

4.3 NO UNDISCLOSED LIABILITIES - EMPI is not subject to any material liability or obligation that was required to be included or adequately reserved against in the balance sheet that was not so included, reserved against or described.

4.4 LITIGATION - To the best of EMPI's knowledge there are no pending actions, suits, proceedings, orders, investigations, or claims either now in progress or threatened.

4.5 TAX MATTERS - EMPI has filed all U.S., state and local returns and reports required to be filed by them and have paid all taxes shown as due.

4.6 COMPLIANCE WITH LAWS - EMPI is in the conduct of its business, in compliance with all laws, statutes, ordinances, regulations, orders, judgments, or decrees applicable to it. EMPI has received no notices of any asserted or past failure to comply with any of the above.

**SECTION 5 - REPRESENTATIONS AND WARRANTIES
OF EMPA**

5.1 EMPA is an Oregon Corporation duly incorporated and validly existing under the laws of the State of Oregon, and has all requisite power and authority to enter into this agreement and perform its obligations hereunder.

SECTION 6 - COVENANTS OF EMPI

6.1 SATISFACTION OF CONDITIONS - EMPI will use reasonable efforts to obtain as promptly as practicable the satisfaction of the conditions of closing set out in Section 8 of this agreement.

6.2 ACTION AFTER THE CLOSING - Upon the reasonable request of EMPA after closing, EMPI will take all action and will execute all documents and instruments necessary or desirable to consummate and give effect to the merger.

SECTION 7 - COVENANTS OF EMPA

7.1 SATISFACTION OF CONDITIONS - EMPA will use its best efforts to cause the conditions set forth in Section 8 to be satisfied.

SECTION 8 - CONDITIONS

8.1 CONDITIONS TO OBLIGATION OF EMPI - The obligation of EMPI to effect the merger is subject to the satisfaction or waiver of each of the following conditions:

8.1.1 The representations and warranties of EMPA set forth in Section 5 of this agreement shall be true and correct at the effective date as though made on and as of the effective date, and all obligations and covenants of EMPA required under this agreement to be performed prior to the effective date shall have been performed.

8.1.2 There shall not have been any material adverse change in the business or financial condition of EMPA from the date hereof through the effective date.

8.1.3 This agreement shall have been duly approved by the Board of Directors of EMPA in accordance with the Oregon Business Corporation Act.

8.1.4 This agreement shall have been approved by the holders of a majority of the outstanding shares of common stock of EMPI entitled to vote thereon and by the holders of a majority of the outstanding shares of common stock of EMPA entitled to vote thereon in accordance with the Oregon Business Corporation Act.

8.1.5 This agreement is conditioned upon qualifying as a tax-free transaction in accordance with IRC Sec. 368(a)(1)(A).

8.1.6 This agreement is condition on the merger not changing the status of the Surviving Corporation from a "Small Business Corporation" under Section 1244(c)(1) of the Internal Revenue Code.

8.2 CONDITIONS TO OBLIGATIONS OF EMPA - The obligation of EMPA to effect the merger is subject to the satisfaction or waiver of each of the following conditions:

8.2.1 The representations and warranties of EMPI set forth in Section 4 of this agreement shall be true and correct at the effective date as though made on and as of the effective date, and all obligations and covenants of EMPI required under this agreement to be performed prior to the effective date shall have been performed.

8.2.2 There shall not have been any material adverse change in the business or financial condition of EMPI from the date hereof through the effective date.

8.2.3 This agreement shall have been duly approved by the Board of Directors of EMPI in accordance with the Oregon Business Corporation Act.

8.2.4 This agreement shall have been approved by the holders of a majority of the outstanding shares of common stock of EMPI entitled to vote thereon and by the holders of the majority of the outstanding shares of common stock of EMPA entitled to vote thereon in accordance with the Oregon Business Corporation Act.

8.2.5 There shall not have been received prior to the taking of the vote of shareholders of the respective Constituent Corporations written notices of intention to demand payment of the fair value of the shares in accordance with provisions of ORS 60.564 from the holders of more than 51 shares of common stock of EMPI or more than 51 shares of common stock of EMPA.

SECTION 9 - TERMINATION

9.1 FAILURE OF SHAREHOLDER APPROVAL - This agreement shall automatically terminate in the event it is brought to a vote and not adopted by the holders of a majority of the outstanding shares of common stock of either EMPI or EMPA, respectively, entitled to vote thereon at a meeting called for such purpose in accordance with the Oregon Business Corporation Act.

9.2 OTHER TERMINATION - This agreement may be terminated and the merger abandoned at any time prior to the effective date, whether before or after submission to or approved by the shareholders of either of the Constituent Corporations.

9.2.1 By mutual agreement of the boards of directors of EMPI and EMPA.

9.2.2 By the Board of Directors of EMPI if any condition provided in Section 8.1 of this agreement has not been satisfied or waived on or before the effective date.

9.2.3 By the Board of Directors of EMPA if any condition provided in Section 8.2 of this agreement has not been satisfied or waived on or before the effective date.

SECTION 10 - MISCELLANEOUS PROVISIONS

10.1 **WAIVERS** - Each party by written instrument, may extend the time for performance of any of the obligations or other acts of the other party, waive any inaccuracies of the representations and warranties of the other party, waive compliance of any of the covenants of the other party, waive performance of any of the obligations of the other party set forth in this agreement, or waive any condition to its obligation to effect the merger other than the conditions contained in Sections 8.1.2, 8.1.3, 8.2.2, and 8.2.3 of this agreement.

10.2 **SURVIVAL** - The representations, warranties, covenants, agreements, terms and conditions contained or referred to in this agreement shall not survive the effective date.

10.3 **AMENDMENT** - This agreement may be amended at any time prior to the effective date, whether before or after the meetings of the shareholders of the respective Constituent Corporations with approval of the respective boards of directors of the Constituent Corporations, provided that no amendment shall change the conversion ratios set forth in Section 3.1 of this agreement without the approval of the shareholders of the Constituent Corporations.

10.4 **EXPENSES** - Each party shall pay the expenses incurred by it in connection with the transactions contemplated hereby.

EMP America, Inc.

By: Maryl Barker
Maryl Barker, President

EMP International, Inc.

By: Maryl Barker
Maryl Barker, President