

08-12-2002

ET

Docket No.:

mps 1



102185734

Tab settings

To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

MPS Capital, Inc.

7-22-02

- Individual(s)
- General Partnership
- Corporation-State California
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: June 29, 2001

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

Name: Medical Product Specialists

Internal Address: 499 Nibus St., Ste. E.

Street Address: 499 Nibus St., Ste. E.

City: Brea State: CA ZIP: 92821

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State California

Other

If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

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

A. Trademark Application No.(s)

76/184,823

Additional numbers

B. Trademark Registration No.(s)

1,836,113

1,585,468

Yes No

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

Name: Kenneth M. Bush

Internal Address: P.O. Box 381146

Birmingham, AL 35238

Street Address: 300 Corporate Parkway, Suite 2

City: Birmingham State: AL ZIP: 35242

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ \$120.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

\$30.00

08/12/2002 DBYRNE 00000009 76184823

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 50.00 DP

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.

Kenneth M. Bush

Name of Person Signing

Signature

July 17, 2002

Date

Total number of pages including cover sheet, attachments, and

4

Refund Ref: DBYRNE 00001196-41 08/12/2002

CHECK Refund Total: \$30.00

AGREEMENT OF MERGER

This Agreement of Merger is made as of June 29, 2001, between MPS Capital, Inc., a California corporation (the "Disappearing Corporation") and Medical Product Specialists, a California corporation (the "Surviving Corporation"). (The corporations together are sometimes referred to below as the "Constituent Corporations.")

The Constituent Corporations agree as follows:

1. Disappearing Corporation is duly organized, existing and in good standing under the laws of the State of California. It has 100,000 shares of authorized capital stock; 15,000 shares are issued and outstanding.

2. Surviving Corporation is duly organized, existing and in good standing under the laws of the State of California. It has 100,000 shares of authorized capital stock; 30,000 shares are issued and outstanding.

3. The Boards of Directors of the Constituent Corporations deem it in the best interests of the corporations and their shareholders that Disappearing Corporation be merged with Surviving Corporation in accordance with California Corporations Code Section 1100 et seq. The Boards hereby adopt on behalf of their corporations the plan of reorganization set forth in this Agreement of Merger.

4. Merger: Disappearing Corporation shall be merged with Surviving Corporation, which shall survive the merger. Disappearing Corporation's separate existence shall cease on the effective date of the merger. Without any other transfer or documentation, on the effective date of the merger Surviving Corporation shall (i) succeed to all of Disappearing Corporation's rights and property; and (ii) be subject to all Disappearing Corporation's liabilities and obligations. All liens on the property of both corporations remain unimpaired, but liens on the Disappearing Corporation's property are limited to the property affected thereby immediately prior to the effective date.

Notwithstanding the above, after the effective date the Surviving Corporation's proper officers and directors may perform any acts necessary or desirable to vest or confirm Surviving Corporation's possession of and title to any property or rights of Disappearing Corporation, or otherwise carry out this Agreement's purposes. This includes execution and delivery of deeds, assurances, assignments or other instruments.

5. Conversion of Shares: By virtue of the merger and without any action by any shareholder, upon the effective date, each share of capital stock of Disappearing Corporation outstanding immediately prior to the effective date shall be converted into one (1) fully paid and non-assessable share of Surviving Corporation's common stock.

No fractional shares of Surviving Corporation shall be issued.

The shares of Surviving Corporation outstanding immediately prior to the merger shall not be changed by reason of the merger.

6. Stock Certificates: On or after the effective date, all of Disappearing Corporation's outstanding stock certificates shall be deemed to represent ownership of Surviving Corporation's shares, into which Disappearing Corporation's shares have been converted (as provided above). The holders of such certificates must surrender them to the Surviving Corporation in whatever manner it may legally require. On receipt thereof, Surviving Corporation shall issue and exchange certificates for shares of its common stock representing the number of shares to which the holder is entitled.

Pending the surrender and exchange of certificates, the registered owner on Disappearing Corporation's books of any outstanding stock certificate shall be entitled to exercise all voting and other rights, and receive any dividends payable, with respect to the shares of Surviving Corporation represented by the certificates (as provided above).

7. Changes in Articles of Incorporation and Bylaws: Surviving Corporation's Articles of Incorporation as amended and in effect on the effective date shall continue to be its Articles of Incorporation without change as a result of the merger.

Surviving Corporation's Bylaws as amended and in effect on the effective date shall continue to be its Bylaws without change as a result of the merger.

8. Officers and Directors: Surviving Corporation's officers and directors shall continue and remain as such after the effective date for the full unexpired terms of their respective offices, or until their successors have been duly elected or appointed and qualified.

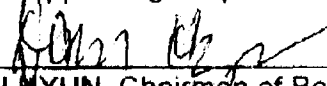
9. Effective Date: The Merger will be effective ("Effective Date") as prescribed by law.


10. Abandonment of Merger: Any time prior to the effective date, this merger may be abandoned without further obligation or liability by action of the board of directors of either of the Constituent Corporations, notwithstanding approval of the merger by their shareholders.

11. Counterparts: This Agreement of Merger may be executed in any number of counterparts, each of which shall constitute an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers, as of the date first written above.


MPS CAPITAL, INC
a California corporation,
as Disappearing Corporation


BY: 
DAN HYUN, Chairman of Board

BY: 
DAN HYUN, President

BY: 
HOWARD DUTRA, Secretary

MEDICAL PRODUCT SPECIALISTS
a California corporation,
as Surviving Corporation

BY: 
DAN HYUN, Chairman of Board

BY: 
DAN HYUN, President

BY: 
YONG MI HYUN, Secretary

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRANSMITTAL LETTER (GENERAL)
(With Certificate of Mailing by First Class Mail)

Applicant/Registrant: **MPS Capital, Inc.**
Serial No.: **76/184,823**
Registration No.: **1836113, 1585468**
Trademark: **SAF-T CLIK, SAF-T HOLDER, and SAF-T WING**

Docket No.
mps 1

TO THE ASSISTANT COMMISSIONER FOR TRADEMARKS:

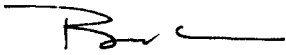
Transmitted herewith is the following:

Recordation Form Cover Sheet
Agreement of Merger
Postal Receipt Card

- No fee is required.

- Please charge Deposit Account No. _____ in the amount of _____
A duplicate copy of this sheet is enclosed.

- A check in the amount of **\$120.00** is attached.
Any excess or insufficiency should be credited or debited to Deposit Account No. _____
A duplicate copy of this sheet is enclosed.



Signature

Dated: **7-17-02**

Kenneth M. Bush
Bush Intellectual Property Law Group, LLC
P.O. Box 381146
Birmingham, AL 35238
Phone: (205) 972-0145
Facsimile: (205) 972-0138

I certify that this document and fee is being deposited on **July 17, 2002** with the U.S. Postal Service as first class mail under 37 C.F.R. 1.8 and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513.


Signature of Person Mailing Correspondence

Donita King

Typed or Printed Name of Person Mailing Correspondence

cc:

TM08/REV03

RECORDED: 07/22/2002

TRADEMARK
REEL: 2559 FRAME: 0792

