

TRADEMARKS ONLY

TRADE

To the Honorable Commissioner of Patents and Trade  
Please record the attached original document or copy t

08-29-2002



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

RICHARD-ALLAN MEDICAL INDUSTRIES, INC.

Entity:

- Individual(s)       Association
- General Partnership     Limited Partnership
- Corporation-State of Illinois
- Other -

08-27-02

102205401

) receiving an interest:

Name: UROHEALTH, INC.  
Internal Address:

Street Address: 1 Park Plaza, Suite 1100  
City: Irvine State: California Zip:92614

Entity:

- Individual       Association
- General Partnership     Limited Partnership
- Corporation-State of California
- Other -

Citizenship:

3. Interest Conveyed:

- Assignment       Change of Name
- Security Agreement     Merger
- Other

Execution Date: July 5, 1996

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

- Yes
- No

(The attached document must not be an assignment)

4. Application number(s) or registration number(s).  
(Additional Sheet Attached?) Yes  No

A. Trademark Serial No.

B. Trademark Registration No.(s)

2,000,632

OFFICE OF PATENT RECORDS  
2002 AUG 27 AM 11:04  
FINANCE SECTION

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

Name: William H. Honaker  
Address: Howard & Howard Attorneys, P.C.  
The Pinehurst Office Center, Suite #101  
39400 North Woodward Avenue  
City: Bloomfield Hills State: MI Zip: 48304-5151

6. Number of applications and registrations involved:

One (1)

7. Amount of fee enclosed or authorized to charged:

\$ 40.00 (enclosed)

8. Deposit account number (Attach duplicate copy of this  
form if paying by deposit account) 08-2789

DO NOT USE THIS SPACE

9. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and  
correct. Executed on:

Signature

William H. Honaker  
Name of Person Signing

August 20, 2002  
Date

A483834

ENDORSED - FILED  
In the office of the Secretary of State  
of the State of California

NOV 07 1996

BILL JONES, Secretary of State

MERGER AGREEMENT

THIS MERGER AGREEMENT is executed as of July 5, 1996 by and among Richard-Allen Medical Industries, Inc., an Illinois corporation (the "Merging Corporation"), UROHEALTH, Inc. (California), a California corporation (the "Surviving Corporation"), which corporations are hereinafter sometimes referred to jointly as the "Constituent Corporations," and UROHEALTH Systems, Inc., a Delaware corporation ("Parent").

RECITALS

- A. The Merging Corporation is a corporation duly organized and existing under the laws of the State of Illinois. The Surviving Corporation is a corporation duly organized and existing under the laws of the State of California and the Parent is a corporation duly organized and existing under the laws of the State of Delaware.
- B. The Merging Corporation has authorized capital stock consisting of 50,000 shares of Common Stock, \$1.00 par value, of which 4,532 shares are now duly issued and outstanding, and 150,000 shares of Preferred Stock \$5.00 par value, none of which shares are now duly issued and outstanding.
- C. The Surviving Corporation has authorized capital stock consisting of the following two classes: 660,000 shares of preferred stock, without par value and 10,000,000 shares of common stock, without par value.
- D. The Merging Corporation and the Surviving Corporation desire to effect a statutory merger of the Merging Corporation into the Surviving Corporation in the manner herein set forth, and the Board of Directors of the Constituent Corporations have duly adopted resolutions approving this Merger Agreement (this "Agreement").

ec-281481

TRADEMARK  
REEL: 002571 FRAME: 0596

E. The Merging Corporation, the Surviving Corporation and Parent have entered into that certain Agreement and Plan of Merger dated as of the date hereof pursuant to which the parties agreed, subject to the satisfaction of the conditions specified therein, to the merger of the Merging Corporation with and into the Surviving Corporation and the conversion in the merger of each issued and outstanding share of Common Stock of the Merging Corporation into cash and shares of Parent Common Stock.

In consideration of the foregoing pre-nises, and the mutual covenants and agreements herein contained, it is hereby agreed as follows:

#### ARTICLE I

##### PARTIES TO THE MERGER

Section 1 The Merging Corporation. The name of the corporation proposing to merge into the Surviving Corporation is Richard-Allan Medical Industries, Inc.

Section 2 The Surviving Corporation. The name of the corporation into which the Merging Corporation proposes to merge is UROHEALTH, Inc. (California) and UROHEALTH, Inc. (California) will be the corporation surviving the merger.

Section 3 Parent. The Surviving Corporation is a wholly-owned subsidiary of Parent, and cash and shares of Parent Common Stock will be issued in the merger to the holders of Common Stock of the Merging Corporation.

#### ARTICLE II

##### TERMS AND CONDITIONS OF THE MERGER

Section 1 General. Upon the Effective Date of the Merger (as defined below):  
(a) the Merging Corporation shall merge into the Surviving Corporation, which shall survive the merger and continue to be a California corporation; (b) the shares of common stock of the

Surviving Corporation outstanding upon the Effective Date of the Merger shall be and remain outstanding shares of common stock of the Surviving Corporation in accordance with their terms; (c) the separate existence of the Merging Corporation shall cease, as provided by the Illinois Business Corporation Act (the "IBCA") and the General Corporation Law of the State of California (the "CGCL"); and (d) the name of the Surviving Corporation shall remain UROHEALTH, Inc. (California)."

Section 2 Effective Date. The "Effective Date" with respect to the Merger contemplated by this Agreement shall be the date on which this Agreement is filed with the California Secretary of State.

### ARTICLE III

#### CONVERSION OF CAPITAL STOCK

At the Effective Date, by virtue of the Merger and without any action on the part of any holder of shares of Common Stock of the Merging Corporation:

(a) Each share of common stock of the Merging Corporation ("Merging Corporation Share") issued and outstanding immediately prior to the Effective Date shall be converted at the Effective Date into the right to receive (i) a cash amount equal to \$6,067.96 (the "Cash Merger Consideration"); plus (ii) 459.38 shares of Parent Common Stock (the "Stock Consideration" together with the Cash Merger Consideration, the "Merger Consideration").

(b) At the Effective Date, all Merging Corporation Shares shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously representing any Merging Corporation Shares shall thereafter represent the right to receive the Merger Consideration. Certificates representing Merging Corporation Shares shall be exchanged for certificates representing whole Parent Shares issued in consideration

therefor and the Cash Merger Consideration upon the surrender of such certificate in accordance with the provisions hereof.

(c) Each Merging Corporation Share held in the treasury of Merging Corporation or by any subsidiary of Merging Corporation shall be canceled and retired and cease to exist, and no Parent Shares shall be issued in exchange therefor. All Parent Shares owned by Merging Corporation or any subsidiary shall become treasury stock of Parent.

#### ARTICLE IV

#### ARTICLES OF INCORPORATION AND BYLAWS

The Articles of Incorporation of the Surviving Corporation on the Effective Date shall remain the Articles of Incorporation of the Surviving Corporation after the Merger, and the Bylaws of the Surviving Corporation in effect on the Effective Date shall remain the Bylaws of the Surviving Corporation after the Merger.

#### ARTICLE V

#### DIRECTORS AND OFFICERS

The directors and officers of the Surviving Corporation in office on the Effective Date shall remain the directors and officers of the Surviving Corporation after the Merger, each to hold office until a successor shall have been elected and qualified or, if earlier, until such director or officer shall have resigned or been removed from office.

## ARTICLE VI

### CORPORATE APPROVALS AND TERMINATION

Section 1 Corporate Approvals. Pursuant to Section 11.05 of the IBCA and Section 1201 of the CGCL, this Agreement and related matters have been approved in accordance with such provisions.

Section 2 Termination. At any time prior to the Effective Date, this Agreement may be terminated and abandoned by the Merging Corporation by appropriate resolution of its Board of Directors. In the event of such termination and abandonment, this Agreement shall become void and neither the Merging Corporation nor the Surviving Corporation or their respective shareholders, directors or officers may be held liable in respect of such termination or abandonment.

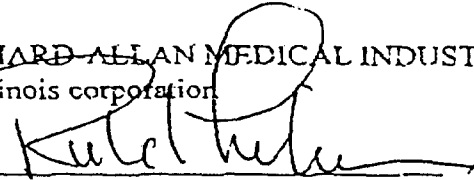
## ARTICLE VII

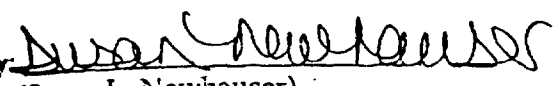
### MISCELLANEOUS

Section 1 Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment, assurance or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of this Agreement, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions. The proper officers and directors of the Surviving Corporation are hereby authorized in the name of the Merging Corporation, or otherwise to take any and all such action on behalf of the Merging Corporation.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

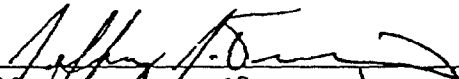
RICHARD ALLAN MEDICAL INDUSTRIES, INC.,  
an Illinois corporation

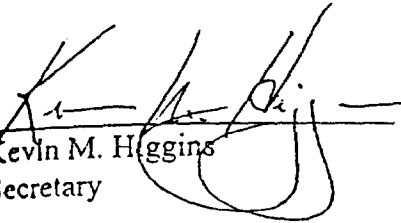
By:   
Name: Richard R. Newhauser  
Title: Chairman

By:   
(Susan J. Newhauser)  
Secretary


oc-28148

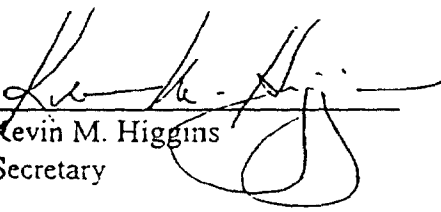
UROHEALTH, INC. (CALIFORNIA)  
a California corporation

By:   
Name: Jeffrey T. Dunson  
Title: Vice President

By:   
Kevin M. Higgins  
Secretary

UROHEALTH SYSTEMS, INC.  
a Delaware corporation

By:   
Name: Jeffrey T. Dunson  
Title: Vice President

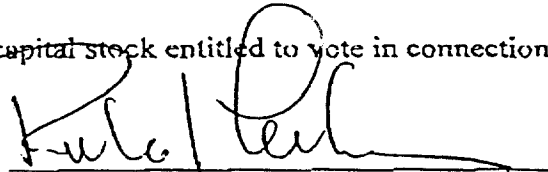
By:   
Kevin M. Higgins  
Secretary



CERTIFICATE

Each of Richard R. Newhauser and Susan L. Newhauser certifies that:

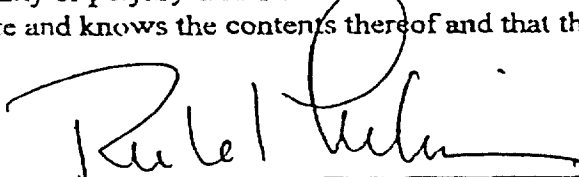
1. He is the Chairman and she is the Secretary of Richard-Allan Medical Industries, Inc., a corporation organized under the laws of the State of Illinois (the "Corporation").
2. The number of outstanding shares of each class of capital stock of the Corporation entitled to vote is 4,532 shares of Common Stock.
3. The principal terms of the agreement relating to the merger of the Corporation with and into UROHEALTH, Inc. (California) (the "Merger") in the form attached were approved by the Corporation by the vote of a number of shares of each class which equaled or exceeded the vote required.
4. The percentage vote required of the capital stock entitled to vote in connection with the Merger is more than 50%.

  
Richard R. Newhauser, Chairman

  
Susan L. Newhauser, Secretary

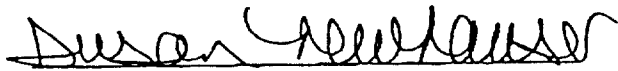
Richard R. Newhauser declares under penalty of perjury under the laws of the State of California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

August 13, 1996

  
Richard R. Newhauser

Susan L. Newhauser declares under penalty of perjury under the laws of the State of California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

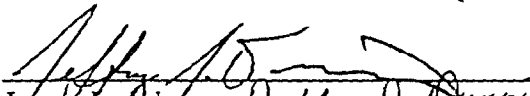
August 13, 1996

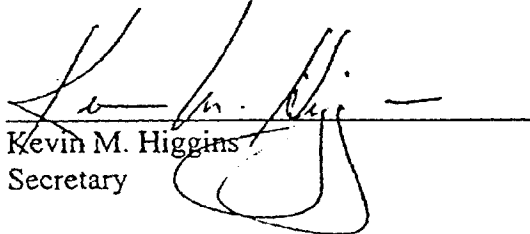
  
Susan L. Newhauser

CERTIFICATE

James L. Johnson and Kevin M. Higgins certify that:

1. They are the Chief Financial Officer and Executive Vice President, and the Secretary, respectively, of UROHEALTH, Inc. (California), a corporation organized under the laws of the State of California (the "Corporation").
2. The number of outstanding shares of each class of capital stock of the Corporation entitled to vote is 410,000 shares of Common Stock.
3. The principal terms of the agreement relating to the merger of Richard-Allan Medical Industries, Inc. with and into the Corporation (the "Merger") in the form attached were approved by the Corporation by the vote of a number of shares of each class which equaled or exceeded the vote required.
4. The percentage vote required of the capital stock entitled to vote in connection with the Merger is more than 50%.
5. Equity securities of the Corporation's parent corporation, UROHEALTH Systems, Inc., a corporation organized under the laws of the State of Delaware, are to be issued in the Merger and no vote of the shareholders of the parent corporation was required.

  
James L. Johnson  
Chief Financial Officer and Executive Vice President

  
Kevin M. Higgins  
Secretary

*Jeffrey D. Dunnigan*  
James L. Johnson declares under penalty of perjury under the laws of the State of California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

August 13, 1996

*James L. Johnson*  
James L. Johnson  
*Jeffrey D. Dunnigan*  
Jeffrey D. Dunnigan  
V.P. Finance

Kevin M. Higgins declares under penalty of perjury under the laws of the State of California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

August, 13, 1996

*Kevin M. Higgins*  
Kevin M. Higgins

# State of California

A483834

SECRETARY OF STATE

## CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this

NOV 15 1996



*Bill Jones*

Secretary of State

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