

11-12-2002



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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ATTY. DKT.: BPI-101

Box Assignment
Commissioner of Patents and Trademarks
Washington, DC 20231

11-6-02

TRADEMARK RECORDAL COVER SHEET

Please record the attached original document or copy thereof.

1. Conveying Party: Bio-Plexus, Inc.

2. Receiving Party: Bio-Plexus Delaware, Inc.
a Corporation of the State of Delaware and having its principal place of business at
129 Reservoir Road, Vernon, Connecticut 06066

3. Description of interest conveyed or transaction:
Certificate of Merger

Date of Execution: July 18, 2001

4. Trademark properties affected:
U.S. Trademark Registration No. 1,776,391
U.S. Trademark Registration No. 2,025,696
U.S. Trademark Registration No. 2,033,996
U.S. Trademark Registration No. 2,136,255
U.S. Trademark Registration No. 2,136,254
U.S. Trademark Registration No. 2,396,282
U.S. Trademark Registration No. 2,547,116

RECORDS SECTION

NOV 12 2002 11 7:46

11/06/2002 LNUJELLER 00000146 1776391

01 FC:8521
02 FC:8522

40.00 OP
150.00 OP

5. Address correspondence concerning this recordation request to:

Frederick A. Spaeth
Libert & Associates
3 Mill Pond Lane
Powder Forest Business Park
P.O. Box 538
Simsbury, CT 06070-0538
Telephone: (860) 651-9321
Facsimile: (860) 651-5735

6. Number of trademark properties affected: 7

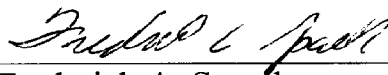
7. Total Fee (37 CFR 1.21(h)) is \$190.

Check No. 2886 in the amount of \$190.00 is enclosed as payment of the required fee.

Any deficiency in the fee and any other charges necessary to effectuate recordal may be charged to Deposit Account No. 12-1302 of Libert & Associates.

8. 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.

Date: November 1, 2002



Frederick A. Spaeth
Registration Number 33,793

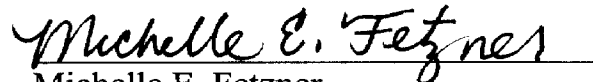
9. Total number of pages including cover sheet and document to be recorded: 10

CERTIFICATE OF MAILING (37 CFR 1.8a)

I hereby certify that this paper (along with any paper or payment referred to as being attached or enclosed) is being deposited with the United States Postal Service on the date

shown below with sufficient postage as first class mail in an envelope addressed to: Box
Assignment, Commissioner of Patents and Trademarks, Washington, DC 20231.

Date: November 1, 2002


Michelle E. Fetzner
Michelle E. Fetzner

CERTIFICATE OF MERGER

of

BIO-PLEXUS, INC. (a Connecticut corporation)

with and into

BIO-PLEXUS DELAWARE, INC. (a Delaware corporation)

1. **Bio-Plexus, Inc.** (the "Connecticut Corporation") is a business corporation of the State of Connecticut.

2. **Bio-Plexus Delaware, Inc.** (the "Delaware Corporation") is a business corporation of the State of Delaware.

3. The laws of the jurisdiction of organization of the Delaware Corporation permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction.

4. The Plan of Reorganization and Agreement and Plan of Merger set forth at **Exhibit A** (the "**Plan of Merger**") was adopted by the Connecticut Corporation and by the Delaware Corporation in accordance with the provisions of Section 33-821 of the Connecticut Business Corporation Act, and the General Corporation Law of the State of Delaware.

Exhibit A is appended hereto and incorporated herein by reference.

5. Pursuant to the Plan of Merger, the Connecticut Corporation is merging with and into the Delaware Corporation, with the Delaware Corporation to be the "**Surviving Corporation.**"

6. The approval of the shareholders of the Connecticut Corporation to the Plan of Merger was not required because the Plan of Merger was authorized by the United States Bankruptcy Court for the District of Connecticut, Hartford Division, on June 12, 2001 pursuant to its approval of the Connecticut Corporation's First Amended Plan of Reorganization dated April 19, 2001.

7. The approval of the shareholders of the Delaware Corporation to the Plan of Merger was not required because the Plan of Merger was authorized by the United States Bankruptcy Court for the District of Connecticut, Hartford Division, on June 12, 2001 pursuant to its approval of the Connecticut Corporation's First Amended Plan of Reorganization dated April 19, 2001.

Dated: July 18, 2001

BIO-PLEXUS, INC.

By 

John Metz
Its President

EXHIBIT A**PLAN OF REORGANIZATION AND AGREEMENT AND PLAN OF MERGER**

This Plan of Reorganization and Agreement of Merger (hereinafter called the "Merger Agreement") is made as of July 18, 2001 by and between Bio-Plexus, Inc., a Connecticut corporation ("Bio-Plexus Connecticut"), and Bio-Plexus Delaware, Inc., a Delaware corporation and newly created wholly owned subsidiary of Bio-Plexus Connecticut ("Bio-Plexus Delaware").

WITNESSETH:

WHEREAS, on April 4, 2001, Bio-Plexus Connecticut filed a voluntary petition (Case No. 01-21079) under chapter 11 of the United States Bankruptcy Code with the United States Bankruptcy Court for the District of Connecticut, Hartford Division (the "Bankruptcy Court");

WHEREAS, Bio-Plexus Connecticut's First Amended Plan of Reorganization dated April 19, 2001 (the "Plan") was confirmed by the Bankruptcy Court on June 12, 2001 (the "Confirmation Order");

WHEREAS, Article V, ¶ D of the Plan and the Confirmation Order provide that, on the Effective Date (as defined in the Plan), Bio-Plexus Connecticut shall be reincorporated as a Delaware corporation by means of a merger with a newly created wholly owned subsidiary of Bio-Plexus Connecticut; and

WHEREAS, for federal income tax purposes, it is intended that the Merger (as defined in Section 1.1) shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code.

AGREEMENT

NOW, THEREFORE, in furtherance of the implementation of the Plan, the parties do hereby adopt the plan of reorganization encompassed by this Merger Agreement and do hereby agree that Bio-Plexus Connecticut shall merge with and into Bio-Plexus Delaware on the following terms, conditions and other provisions:

I. TERMS AND CONDITIONS**1.1 Merger**

Upon the terms of this Merger Agreement and in accordance with the Plan and Confirmation Order, the Delaware General Corporation Law (the "DGCL") and the

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Connecticut Business Corporation Act (the "CBCA"), at the Effective Time (as defined in Section 1.2), Bio-Plexus Connecticut shall be merged with and into Bio-Plexus Delaware (the "Merger") and the separate corporate existence of Bio-Plexus Connecticut shall thereupon cease. Bio-Plexus Delaware shall be the surviving corporation (as defined in the DGCL and CBCA). The Merger shall have the effects specified in Section 33-820 of the CBCA and Section 259 of the DGCL.

1.2 Effective Time

. The Merger shall become effective (the "Effective Time") immediately upon the filing of a Certificate of Merger in the office of the Secretary of State of the state of Delaware pursuant to Section 253 of the DGCL and the filing of a Certificate of Merger in the office of the Secretary of State of the State of Connecticut pursuant to Section 33-819 of the CBCA.

1.3 Common Stock of Bio-Plexus Connecticut

. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock of Bio-Plexus Connecticut outstanding immediately prior thereto shall be changed and converted into one fully paid and non-assessable share of the common stock of Bio-Plexus Delaware.

1.4 Common Stock of Bio-Plexus Delaware

. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, the 100 shares of common stock of Bio-Plexus Delaware outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

1.5 Stock Certificates

. At the Effective Time, all of the outstanding certificates which prior to that time represented shares of common stock of Bio-Plexus Connecticut shall be deemed for all purposes to evidence ownership of, and to represent the shares of common stock of, Bio-Plexus Delaware into which the shares of Bio-Plexus Connecticut represented by such certificates have been converted as herein provided. The registered owner on the books and records of Bio-Plexus Delaware or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to Bio-Plexus Delaware or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of Bio-Plexus Delaware evidenced by such outstanding certificate as above provided.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws

. The Certificate of Incorporation of Bio-Plexus Delaware in effect at the Effective Time, shall continue to be the Certificate of Incorporation of Bio-Plexus Delaware until duly amended in accordance with the terms thereof and the DGCL; provided that, effective upon the Effective Time, Article First of the Certificate of Incorporation of Bio-Plexus Delaware shall be amended to read in its entirety on follows:

“FIRST: The name of the Corporation is Bio-Plexus, Inc.”

2.2 By-laws

. The By-laws of Bio-Plexus Delaware in effect at the Effective Time shall be the By-laws of the surviving corporation until duly amended in accordance with the terms thereof and the DGCL.

2.3 Directors

. The directors of Bio-Plexus Delaware immediately preceding the Effective Time shall remain the directors of Bio-Plexus Delaware on and after the Effective Time. Such directors of Bio-Plexus Delaware shall hold office until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

2.4 Officers

. The officers of Bio-Plexus Delaware immediately preceding the Effective Time shall remain the officers of Bio-Plexus Delaware on and after the Effective Time and shall serve until the earlier of their resignation or removal or until their respective successors are duly appointed and qualified, as the case may be.

III. MISCELLANEOUS

3.1 Further Assurances

. From time to time, as and when required by Bio-Plexus Delaware or by its successors and assigns, there shall be executed and delivered on behalf of Bio-Plexus Connecticut such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action as shall be appropriate or necessary in order to vest or perfect, or to conform of record or otherwise, in Bio-Plexus Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises, and authority of Bio-Plexus Connecticut, and otherwise to carry out the

purposes of this Merger Agreement, and the officers and directors of Bio-Plexus Delaware are fully authorized in the name of and on behalf of Bio-Plexus Connecticut or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Amendment

. This Merger Agreement may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of Bio-Plexus Connecticut and Bio-Plexus Delaware to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Merger Agreement, the Plan or the Confirmation Order, provided, however, that unless otherwise permitted by the Bankruptcy Court, Plan or Confirmation Order, the Merger Agreement may not be amended if such amendment would (i) alter or change the amount or kind of shares or other consideration to be received by stockholders in the Merger; (ii) alter or change any term of the Certificate of Incorporation of Bio-Plexus Delaware; (iii) alter or change any of the terms and conditions of the Merger Agreement if such alteration or change would adversely affect the stockholders; or (iv) otherwise violate applicable law.

3.3 Counterparts

. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each constituent corporation and attested by their respective officers thereunto duly authorized.

BIO-PLEXUS, INC.,
a Connecticut corporation

By: 

John S. Metz
President and Chief Executive
Officer

BIO-PLEXUS DELAWARE, INC.,
a Delaware corporation

By: 

John S. Metz
President and Chief Executive
Officer

STATE OF CONNECTICUT }
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record
in this Office

In Testimony whereof, I have hereunto set my hand,
and affixed the Seal of said State, at Hartford,

this 27th day of Oct A.D. 2002

Susan B. ...
SECRETARY OF THE STATE *BVC*