

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/17/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HOMMED LLC		12/17/2004	Limited Liability Company: WISCONSIN

**RECEIVING PARTY DATA**

Name:	HONEYWELL HOMMED LLC
Street Address:	19275 W. Capitol Drive
Internal Address:	Suite 200
City:	Brookfield
State/Country:	WISCONSIN
Postal Code:	53045
Entity Type:	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2860765	HOMMED FOCUSED CARE
Registration Number:	2683987	HOMMED
Registration Number:	2633970	HOMMED
Registration Number:	2537858	THE FUTURE OF HEALTH CARE IN AMERICA
Registration Number:	2537795	
Serial Number:	78432967	GET FOCUSED
Serial Number:	78284226	GENESIS
Serial Number:	78493824	MEDPARTNER
Serial Number:	78498331	INSIGHT
Serial Number:	75866808	OBSERVER
Serial Number:	75866809	SENTRY

OP \$290.00 2860765

CORRESPONDENCE DATA

Fax Number: (704)444-1111

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 704 444 1000

Email: mpoveromo@alston.com

Correspondent Name: George M. Taulbee

Address Line 1: 101 South Tryon Street, Suite 4000

Address Line 2: Bank of America Plaza

Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	George M. Taulbee
Signature:	/George M. Taulbee/
Date:	01/26/2005

Total Attachments: 11

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United States of America  
State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, RAY ALLEN, Deputy Administrator, Division of Corporate & Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared with the document on file in the Corporation Section of the Division of Corporate & Consumer Services of this department, and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.

A handwritten signature in black ink, appearing to read "Ray Allen".

RAY ALLEN, Deputy Administrator  
Division of Corporate & Consumer Services  
Department of Financial Institutions

DATE: DEC 28 2004

BY: *Patricia Weber*

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

TRADEMARK  
REEL: 003016 FRAME: 0441

**RECEIVED**

DEC 17 2004

WISCONSIN  
DFI

ARTICLES OF MERGER

OF

HOMMED LLC  
(a Wisconsin limited liability company)

10 H 031313

*Imaged*

WITH AND INTO

HONEYWELL HOMMED LLC  
(a Delaware limited liability company)

*NR*

The undersigned, pursuant to Chapter 183 of the Wisconsin Limited Liability Company Act, hereby certify as follows:

1. The names of the companies pursuant to these Articles of Merger are Honeywell HomMed LLC, a Delaware limited liability company, and HomMed LLC, a Wisconsin limited liability company.
2. The Plan of Merger by and between Honeywell HomMed LLC and HomMed LLC is attached hereto as Exhibit A and made a part hereof.
3. HomMed LLC shall merge with and into Honeywell HomMed LLC, and Honeywell HomMed LLC shall be the surviving company and exist by virtue and under the laws of the State of Delaware. The management of Honeywell HomMed LLC shall be vested in its managers.
4. Said Plan of Merger was adopted and approved by the sole member of Honeywell HomMed LLC on November 15, 2004, in accordance with the Delaware Limited Liability Company Act.
5. Said Plan of Merger was adopted and approved by the Board of Managers of HomMed LLC on November 19, 2004, and by the HomMed LLC members on December 6, 2004, in accordance with Section 183.1202 of the Wisconsin Limited Liability Company Act.
6. The merger of HomMed LLC with and into Honeywell HomMed LLC shall take effect at 11:59 p.m. on December 17, 2004.
7. All provisions of the laws of the State of Wisconsin and the State of Delaware applicable to the proposed merger have been complied with.

IN WITNESS WHEREOF, HomMed LLC and Honeywell HomMed LLC have caused these Articles of Merger to be executed this 17<sup>th</sup> day of December, 2004.

HOMMED LLC

By:   
Hirschel Q. Peddicord III, Manager

HONEYWELL HOMMED LLC

By: Honeywell International Inc., sole member

By:   
Brian S. Cook  
Director, Corporate Development

This document was drafted by:  
Scott M. Fabry, Esq.  
Godfrey & Kahn, S.C.  
N21 W23350 Ridgeview Parkway  
Waukesha, Wisconsin 53188

MW62206\_1.DOC

**EXHIBIT A**  
**PLAN OF MERGER**  
**OF**  
**HOMMED LLC**  
**WITH AND INTO**  
**HONEYWELL HOMMED LLC**

**BACKGROUND**

HOMMED LLC, a Wisconsin limited liability company ("Company"), HONEYWELL INTERNATIONAL INC., a Delaware corporation ("Parent"), HONEYWELL HOMMED LLC, a Delaware limited liability company and a wholly owned subsidiary of Parent ("Merger Sub"), ECKHART G. GROHMANN, individually, as Trustee of the Eckhart Grohmann Revocable Trust and in his capacity as Members' Representative ("Grohmann"), and HERSCHEL Q. PEDDICORD, individually and as Manager of Peddicord Family Investments, LLC, a Wisconsin limited liability company ("Peddicord," and collectively with Grohmann, the "Principal Members," and each individually a "Principal Member"), are parties to that certain Agreement and Plan of Merger dated as of November 19, 2004 (the "Merger Agreement"), providing for the merger of Company with and into Merger Sub upon the terms and conditions set forth in the Merger Agreement and this Plan of Merger (the "Plan"), and pursuant to Chapter 183 of the Wisconsin Statutes ("Wisconsin Law") and the Delaware Limited Liability Company Act ("Delaware Law"). Company, Parent, Merger Sub and Principal Members may be collectively referred to herein as the "Parties," or individually as a "Party." Terms used herein that are not otherwise defined herein shall have the meaning set forth in the Merger Agreement.

**TERMS AND CONDITIONS**

1. **The Merger.** At the Effective Time, and subject to and upon the terms and conditions of the Merger Agreement and this Plan and the applicable provisions of Delaware Law and Wisconsin Law, Company will be merged with and into Merger Sub (the "Merger"), the separate limited liability company existence of Company will cease and Merger Sub will continue as the surviving company (the "Surviving Company").

2. **Effective Time; Closing.** Upon the terms and subject to the conditions of the Merger Agreement and this Plan and in accordance with Delaware Law and Wisconsin Law, the Parties shall cause the Merger to be consummated by filing, as soon as practicable on the Closing Date, (i) a certificate of merger, in such appropriate form as determined by the Parties and consistent with Delaware Law, with the Secretary of State of the State of Delaware (the "Certificate of Merger"), and (ii) articles of merger, in such appropriate form as determined by the Parties and consistent with Wisconsin Law, with the Wisconsin Department of Financial Institutions (the "Articles of Merger"). The closing of the Merger (the "Closing") shall take place no later than the second Business Day after the satisfaction or written waiver of the

conditions set forth in Article VI of the Merger Agreement ("Closing Date"). The effective time of the Merger (the "Effective Time") shall be specified in the Certificate of Merger and the Articles of Merger as 11:59 p.m. (Central Time) on the Closing Date.

3. Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the Merger Agreement, this Plan, Section 18-209 of Delaware Law and Section 183.1205 of Wisconsin Law. Without limiting the generality of the foregoing, at the Effective Time, all the property, rights, privileges, powers and franchises of Company and Merger Sub shall vest in the Surviving Company, and all Liabilities and duties of Company and Merger Sub, shall become the Liabilities and duties of the Surviving Company.

4. Certificate of Formation; Operating Agreement.

(a) At the Effective Time, the Certificate of Formation of Merger Sub, as in effect immediately prior to the Effective Time, shall be and remain the Certificate of Formation of the Surviving Company until thereafter amended.

(b) At the Effective Time, the operating agreement of Merger Sub, as in effect immediately prior to the Effective Time, shall be and remain the operating agreement of the Surviving Company until thereafter amended.

5. Managers and Officers. The initial managers of the Surviving Company shall be those individuals who were the managers of Merger Sub immediately prior to the Effective Time, until their respective successors are duly elected or appointed and qualified. The initial officers of the Surviving Company shall be those individuals who were the officers of Merger Sub immediately prior to the Effective Time, until their respective successors are duly appointed.

6. Right to Receive Merger Consideration. Upon the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Merger and without any further action on the part of Parent, Merger Sub, Company or the holders of Units (the "Members") or the holders of any membership interests of Merger Sub, the following will occur:

(a) Conversion of Class 1 Units. Each Member's Class 1 Units immediately prior to the Effective Time shall, at the Effective Time and without any further action on the part of such Member, be cancelled and extinguished and automatically converted into the right to receive cash of approximately \$3.20 for each Class 1 Unit held, after giving full effect to the exercise of the warrants, conversion of the convertible notes, and conversion of the Class 2 Units, each in accordance with Section 2.6(b) of the Merger Agreement and Section 6(b) of this Plan (the "Unit Merger Consideration"), such amount to be paid at Closing in accordance with Section 2.7(a) of the Merger Agreement and Section 7(a) of this Plan.

(b) Conversion of Rights to Acquire Units.

(i) Warrants. Company shall take all necessary action to cause all warrants to purchase Class 1 Units that are exercised by the warrant holders in accordance with the terms of such warrants prior to the Effective Time to be cancelled and extinguished and automatically converted into the applicable Class 1 Units that the holders of such warrants are entitled to purchase, and to cause all warrants that are not exercised prior to the Effective Time to be cancelled and extinguished immediately prior to the Effective Time. Neither Parent nor the Surviving Company will become responsible for or otherwise assume any obligations with respect to any outstanding warrants to purchase any Class 1 Units.

(ii) Convertible Notes. Company shall take all necessary action to cause all notes payable of Company outstanding immediately prior to the Effective Time that are convertible into Class 1 Units, immediately prior to the Effective Time and without any further action on the part of the holders thereof, to be cancelled and extinguished and automatically converted into the applicable Class 1 Units into which such notes may be converted, all in accordance with the terms of such notes. Neither Parent nor the Surviving Company will become responsible for or otherwise assume any obligations with respect to any outstanding notes convertible into any Class 1 Units.

(iii) Class 2 Units. Company shall take all necessary action to cause all Class 2 Units of Company outstanding immediately prior to the Effective Time, immediately prior to the Effective Time and without any further action on the part of the holders thereof, to be fully vested and cancelled and extinguished and automatically converted into Class 1A Units in accordance with the terms of the HomMed LLC Class 2 Units Profits Interest Plan. Neither Parent nor the Surviving Company will become responsible for or otherwise assume any obligations with respect to any outstanding Class 2 Units.

(iv) Other Rights. Any and all other options or other rights, if any, to acquire Units of Company or convert such rights into Units of Company outstanding immediately prior to the Effective Time shall, immediately prior to the Effective Time and without any further action on the part of the holders thereof, be cancelled and extinguished. Neither Parent nor the Surviving Company will become responsible for or otherwise assume any obligations with respect to any outstanding options or other rights.

(c) Objecting Members. Notwithstanding anything in the Merger Agreement or this Plan to the contrary, any Member holding Class 1 Units immediately prior to the Effective Time (including through any conversion in accordance with Section 2.6(b) of the Merger Agreement and Section 6(b) of this Plan) who did not vote in favor of the



Merger (each an "Objecting Member," and collectively, the "Objecting Members") may, within 20 days after the date of Company's notice of approval of the Merger, voluntarily dissociate from Company in accordance with Section 183.0802(3) of Wisconsin Law. Consequently, such Objecting Members' Class 1 Units shall not be converted into the right to receive the Unit Merger Consideration, but instead shall entitle such Objecting Member solely to payment of the fair value of his or her Class 1 Units pursuant to Section 183.1206 of Wisconsin Law. At the Effective Time, such Member's Class 1 Units shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and such Member shall cease to have any rights as a Member with respect thereto, except the right to receive the fair value of such interest as determined in accordance with Section 183.0604 of Wisconsin Law. Notwithstanding the foregoing, if any Objecting Member fails to dissociate from Company, then the right of such Objecting Member to be paid the fair value of such Objecting Member's Class 1 Units shall cease and such Objecting Member's Class 1 Units shall be converted at the Effective Time into, and shall become, the right to receive the Unit Merger Consideration in accordance with Section 2.6(a) of the Merger Agreement and Section 6(a) of this Plan.

(d) Each outstanding membership interest or unit of Merger Sub immediately prior to the Effective Time shall, at the Effective Time and without any further action on the part of the sole member of Merger Sub, remain unchanged and continue to remain outstanding as a membership interest or unit in the Surviving Company.

#### 7. Closing and Post-Closing Payments.

(a) Company Payments. On the Closing Date, Parent shall deliver to Godfrey & Kahn, S.C., as paying agent (the "Paying Agent"), by wire transfer of immediately available funds for distribution in accordance with Section 2.8 of the Merger Agreement and Section 8 of this Plan, the Aggregate Merger Consideration, less the amounts payable to the Principal Members that will be deposited into escrow accounts and distributed in accordance with the Escrow Agreements.

(b) Transaction Expenses. Company shall set forth on Schedule 2.7(c) of the Disclosure Schedules the amount of all unpaid attorneys', investment bankers', brokers' and accountants' fees and expenses and other similar fees and expenses incurred or to be incurred by Company in connection with the Merger (the "Transaction Expenses"), along with the principal and interest balance of the M&I Line of Credit and the Debentures, and deliver such Schedule 2.7(c) to Parent at least four (4) Business Days prior to the Closing Date. On the Closing Date, Parent shall pay by wire transfer of immediately available funds to the accounts designated by the recipients thereof, the Transaction Expenses, along with the principal and interest balance of the M&I Line of Credit and the Debentures.

8. Surrender of Certificates.

(a) Payment Procedures.

(i) At and after the Effective Time, each certificate representing outstanding Units (including for purposes of this Agreement, a warrant or convertible note converted pursuant to Section 2.6(b) of the Merger Agreement and Section 6(b) of this Plan), other than Objecting Members' Units (a "Certificate"), shall cease to have any rights with respect thereto, except the right to receive the Unit Merger Consideration.

(ii) At least seven (7) Business Days prior to the Effective Time, Paying Agent shall mail or deliver to each holder of record immediately prior to the Effective Time of a Certificate (A) a letter of transmittal (a "Letter of Transmittal"), and (B) instructions for use in effecting the surrender or delivery of such Certificate in exchange for cash pursuant to Section 2.6(a) of the Merger Agreement and Section 6(a) of this Plan or in making an Affidavit in accordance with Section 2.8(d) of the Merger Agreement and Section 8(d) of this Plan. The Letter of Transmittal shall provide that the Paying Agent shall have the right to make all determinations with respect to the receipt of Certificates, including the due completion and valid delivery thereof and the adequacy of any documentation provided in connection therewith.

(iii) Promptly upon receipt by the Paying Agent of the Aggregate Merger Consideration, (A) Paying Agent shall pay the holder of record of each Certificate who has surrendered or delivered his, her or its Certificates for cancellation or delivered an Affidavit, as the case may be, the total portion of the Aggregate Merger Consideration that such holder of record is entitled to receive pursuant to Section 2.6(a) of the Merger Agreement and Section 6(a) of this Plan.

(iv) No interest shall be paid or accrue on any cash payable upon surrender of any Certificates or the delivery of any Affidavits.

(v) From and after the Effective Time, there shall be no transfers of any Units, warrants, convertible notes or other instruments evidencing other similar rights. If, after the Effective Time, Certificates, warrants, convertible notes or instruments evidencing other similar rights formerly representing Units or the right to acquire or convert into Units are presented to the Paying Agent, they shall be cancelled and, subject to applicable abandoned property, escheat and similar Laws, exchanged for the Unit Merger Consideration (or in the case of warrants, convertible notes or other instruments evidencing other similar rights, the net amount thereof).

(b) **Termination of Payment Fund.** Any portion of the amounts deposited with the Paying Agent pursuant to Section 2.7(a) of the Merger Agreement and Section 7(a) of this Plan that remains undistributed to the Members and the holders of warrants, convertible notes or other similar rights twelve (12) months after the Closing shall be delivered to the Surviving Company, upon demand, and any Person who has not previously complied with Section 2.8 of the Merger Agreement or this Section 8 shall thereafter look only to the Surviving Company for payment of its claim for its portion of the Aggregate Merger Consideration, if any, with respect to his or her Units, warrants, convertible notes or other similar rights in the Company, without interest.

(c) **No Liability.** Notwithstanding anything to the contrary in Section 2.8 of the Merger Agreement or this Section 8, none of Parent, Merger Sub, Company nor the Paying Agent shall be liable to any Person in respect of any portion of the Aggregate Merger Consideration deposited with the Paying Agent pursuant to Section 2.7(a) of the Merger Agreement and Section 7(a) of this Plan that is subsequently delivered to a public official pursuant to any applicable abandoned property, escheat or similar Laws.

(d) **Lost, Stolen or Destroyed Certificates, Etc.** If any Certificates shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder thereof (an "Affidavit"), the Paying Agent shall pay in exchange for such lost, stolen or destroyed Certificates the portion of the Aggregate Merger Consideration into which the Units represented by such Certificates were converted pursuant to Section 2.6(a) of the Merger Agreement and Section 6(a) of this Plan, and the holder thereof shall be entitled to the portion of the Aggregate Merger Consideration that such holder otherwise would have been entitled to hereunder.

9. **Withholding Rights.** The Paying Agent shall be entitled to deduct and withhold, or cause to be deducted and withheld, from the portion of the Aggregate Merger Consideration otherwise payable to any Member or holder of warrants, convertible notes or other similar interests pursuant to this Agreement such amounts as it determines in good faith should be deducted and withheld with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "Code"), or under any other Laws. Any amounts so deducted and withheld shall be treated as having been paid to the applicable Member or holder of warrants, convertible notes or other similar interests for purposes of the Merger Agreement and this Plan and shall be promptly remitted by the Paying Agent to the IRS or other Governmental Entity on behalf of Company. In connection with any withholding or other Tax payment or report made by the Paying Agent, Parent or Surviving Company related to any consideration received or to be received by a Member or holder of warrants, convertible notes or other similar interests in connection with the Merger, Paying Agent, Parent or Surviving Company will provide such Person with such Tax reporting documentation as may be reasonably required to evidence the payment.

10. Taxes.

(a) All transfer, documentary, sales, use, value-added, gross receipts, stamp, registration or other similar transfer Taxes incurred in connection with the Merger as contemplated by the terms of this Agreement, including all recording or filing fees, notary fees and other similar costs of Closing, that may be imposed, payable, collectible or incurred will be borne by Parent.

(b) Subject to Parent's review, Members' Representative will prepare and file (or cause to be prepared and filed) Tax Returns for Company for all Tax periods or portions thereof ending prior to or on the Closing Date that are due after the Closing Date.

(c) The Parties will furnish or cause to be furnished to each other, upon request, as promptly as practical, such information (including reasonable access to books and records) and assistance as is reasonably necessary for the filing of any Tax Return, the conduct of any Tax audit, and for the prosecution or defense of any claim, suit or proceeding relating to any Tax matter. The Parties will cooperate with each other in the conduct of any Tax audit or other Tax proceedings and each will execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of Section 2.10(d) of the Merger Agreement and this Section 10(c).

11. Further Assurances. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of the Merger Agreement or this Plan and to vest the Surviving Company with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Company, Members' Representative shall promptly take, or cause to be taken, any and all such actions.

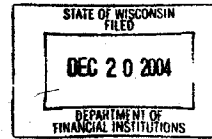
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GODFREY & KAHN TRADEMARK

\$ 150,00 + \$ 25,00 Exp

Articles of Merger  
Chap. 183



Merge: Hammer LLC (WI LLC) (Non-Domestic)

Into: An Unlicensed Foreign LLC (Domestic)

12/20/04  
011027  
\$ 175.00  
RD

RETURN TO:



**GODFREY  
& KAHN**  
ATTORNEYS AT LAW  
Michelle H. Fullerton  
Godfrey & Kahn, S.C.  
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