

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BII DELAWARE INC.

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) JULY 25, 1988

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BECKMAN INSTRUMENTS, INC.

Internal _____

Address: _____

Street Address: 4300 N. HARBOR BLVD.

City: FULLERTON

State: CA

Country: USA Zip: 92834

- Association
 - General Partnership
 - Limited Partnership
 - Corporation
 - Other
- Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1244930

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ULTIMATE

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

Name: M. IRSHESS

Internal Address: _____

Street Address: LADAS & PARRY LLP
5670 WILSHIRE BLVD., SUITE 2100

City: LOS ANGELES

State: CA Zip: 90036

Phone Number: 323-934-2300

Fax Number: 323-934-0202

Email Address: LA_MAIL@LADASPARRY.COM

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 12-0415

Authorized User Name _____

9. Signature:

Elizabeth A. Linford
Signature

5-12-2005
Date

ELIZABETH A. LINFORD
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

State of Delaware

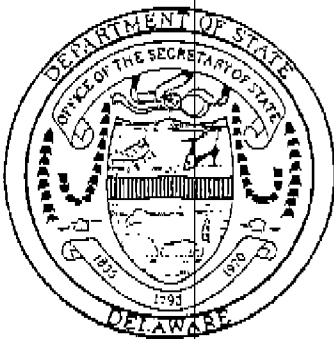


Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF CERTIFICATE OF AGREEMENT OF MERGER OF "BECKMAN INSTRUMENTS, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, MERGING WITH AND INTO "BII DELAWARE INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "BECKMAN INSTRUMENTS, INC." AS RECEIVED AND FILED IN THIS OFFICE THE THE TWENTY-EIGHTH DAY OF JULY, A.D. 1988, AT 2:01 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

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Michael Harkins

 Michael Harkins, Secretary of State

AUTHENTICATION: 1886237

DATE: 07/29/1988

AGREEMENT AND PLAN OF MERGER
BETWEEN
BII DELAWARE, INC.
AND
BECKMAN INSTRUMENTS, INC.

AGREEMENT AND PLAN OF MERGER ("Agreement") dated July 25, 1988, made by and between BII DELAWARE INC., a Delaware corporation ("BII"), and BECKMAN INSTRUMENTS, INC., a California corporation ("Beckman"), which corporations are sometimes hereinafter collectively called the "Constituent Corporations".

WITNESSETH

WHEREAS, Beckman is a corporation duly organized and existing under the laws of the State of California, having been incorporated on November 26, 1934, under the California General Corporation Law, and has now an authorized capital stock consisting solely of 1,000 shares of Common Stock, par value \$1.00 per share ("Beckman Common Stock"), all of which are issued and outstanding and owned by SmithKline Beckman Corporation, a Pennsylvania corporation ("SmithKline Beckman"); and

WHEREAS, BII is a corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on July 11, 1988, under the General Corporation Law of the State of Delaware, and has now an authorized capital stock consisting solely of 1,000 shares of Common Stock, par value

\$1.00 per share, all of which are issued and outstanding and owned by SmithKline Beckman; and

WHEREAS, the Board of Directors of each of the Constituent Corporations deems it advisable and in the best interests of each of the Constituent Corporations and its sole shareholder that Beckman be merged into and with BII as permitted by the California General Corporation Law and the General Corporation Law of the State of Delaware, under and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the Board of Directors of each of the Constituent Corporations has approved this Agreement and directed that this Agreement be submitted to its sole shareholder; and

WHEREAS, the sole shareholder of each of the Constituent Corporations has approved and adopted this Agreement in accordance with the California General Corporation Law and the General Corporation Law of the State of Delaware;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained and in accordance with the California General Corporation Law and the General Corporation Law of the State of Delaware, the parties hereto have agreed and covenanted, and do hereby agree and covenant, as follows:

ARTICLE I

THE MERGER, THE SURVIVING CORPORATION
AND THE EFFECTIVE DATE

1. Beckman shall be merged into and with BII, which shall survive the merger, effective at the close of business on the date of filing of this Agreement with the Secretary of State of the State of Delaware.

2. The date on which such merger occurs is hereby defined to be and is hereinafter called the Effective Date.

3. BII, as the surviving corporation (herein as such called the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Delaware, and the directors and officers of BII shall continue as the directors and officers of the Surviving Corporation for the terms specified in, and subject to the provisions contained in, the Certificate of Incorporation and bylaws of the Surviving Corporation and applicable law. On the Effective Date, the separate existence and corporate organization of Beckman, except insofar as it may be continued by operation of law, shall be terminated and cease. The Board of Directors of the Surviving Corporation may, in the manner provided by the bylaws of the Surviving Corporation substitute for or add to the officers of the Surviving Corporation as it may deem advisable.

4. The employees and agents of Beckman shall become the employees and agents of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees and agents of Beckman. All corporate acts, plans, policies, approvals and authorizations of Beckman, its shareholders, Board of Directors, committees elected or appointed by the Board of Directors, officers and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding on the Surviving Corporation as the same were with respect to Beckman.

ARTICLE II

CERTIFICATE OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION

1. The Certificate of Incorporation of BII shall be the Certificate of Incorporation of the Surviving Corporation until altered, amended or repealed in accordance with the provisions thereof and of applicable law, except that paragraph 1 of the Certificate of Incorporation of the Surviving Corporation shall be hereby changed on the Effective Date to read in full as follows:

"1. The name of the corporation is
Beckman Instruments, Inc."

2. The bylaws of BII on the date hereof shall, on the Effective Date, be the bylaws of the Surviving Corporation, until altered, amended or repealed in accordance with the provisions thereof, of the Certificate of Incorporation and of applicable law.

ARTICLE III

TREATMENT OF SHARES OF EACH OF THE CONSTITUENT CORPORATIONS

1. On the Effective Date:
 - (a) Each share of Common Stock of BII outstanding immediately prior to the merger shall continue unchanged as shares of Common Stock of the Surviving Corporation.
 - (b) Each share of Beckman Common Stock outstanding immediately prior to the merger shall, by virtue of the merger and without any action on the part of the holder thereof, cease to exist and be cancelled and the certificate representing such shares shall be marked "Cancelled in Merger" as of the Effective Date.

ARTICLE IV

EFFECTIVENESS

1. The officers of the Constituent Corporations, subject to the provisions of this Article IV, shall take all steps necessary in order to make the merger effective.

2. This Agreement may be terminated at any time prior to the Effective Date by the mutual consent of BII and Beckman, notwithstanding the fact that the Agreement has been approved by the sole shareholder of Beckman and BII.

3. In the event of termination of this Agreement as above provided, this Agreement shall become wholly void and of no effect, and there shall be no liability hereunder on the part of either Constituent Corporation or its Board of Directors or officers or their sole shareholder.

ARTICLE V

TRANSFER OF ASSETS AND LIABILITIES

1. On the Effective Date, the rights, privileges, powers and franchises, both of a public as well as a private nature, of each of the Constituent Corporations shall be vested in and possessed by the Surviving Corporation, subject to all the disabilities, duties and restrictions of or upon each of the

Constituent Corporations, and all and singular the rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to each of the Constituent Corporations on whatever account, as well as for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest, shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of or upon each of the Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. The parties hereto agree that from time to time and as and when requested by the Surviving Corporation, or by its successors or assigns, to the extent permitted by law, the officers and directors of Beckman and the officers and directors

of the Surviving Corporation are fully authorized in the name of Beckman or otherwise to execute and deliver all such deeds, assignments, confirmations, assurances and other instruments and to take or cause to be taken all such further action as the Surviving Corporation may deem necessary or desirable in order to vest, perfect, confirm in or assure the Surviving Corporation title to and possession of all of said property, rights, privileges, powers and franchises and otherwise to carry out the intent and purposes of this Agreement.

ARTICLE VI

MISCELLANEOUS

1. For the convenience of the parties and to facilitate the filing and recording of this Agreement, any number of counterparts hereof may be executed, each of which shall be deemed to be an original of this Agreement but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the President or a Vice President and attested by the Secretary or an Assistant Secretary of each party

hereto, and its corporate seal affixed, as of the day and year first above written.

ATTEST:

BII DELAWARE INC.

William H. May
William H. May, Secretary

By *George F. Kilmain*
George F. Kilmain,
Vice President

(Corporate Seal)

ATTEST:

BECKMAN INSTRUMENTS, INC.

William H. May
William H. May, Secretary

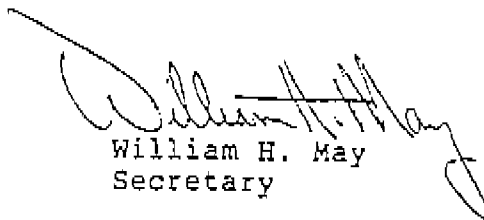
By *George F. Kilmain*
George F. Kilmain,
Vice President

(Corporate Seal)

SECRETARY'S CERTIFICATE

I, William H. May, Secretary of Beckman Instruments, Inc. ("Beckman"), a corporation organized and existing under the laws of the State of California, hereby certify, as such secretary and under the seal of Beckman, that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of Beckman by a Vice President and Secretary of Beckman, was adopted in a Joint Action by Unanimous Consent in Writing of the Sole Shareholder and the Board of Directors of Beckman, and that thereby the Agreement and Plan of Merger was duly adopted as the act of the sole shareholder and the Board of Directors of Beckman, and the duly adopted agreement of Beckman.

WITNESS my hand and seal of said Beckman Instruments, Inc. on this 25th day of July, 1988.

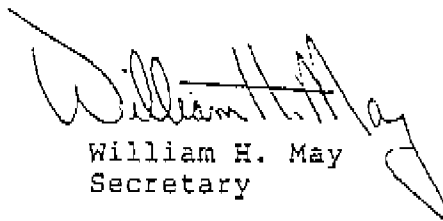

William H. May
Secretary

(Corporate Seal)

SECRETARY'S CERTIFICATE

I, William H. May, Secretary of BII Delaware, Inc. ("BII"), a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such secretary and under the seal of BII, that the Agreement and Plan of Merger to which this certificate is attached, after having been first duly signed on behalf of BII by a Vice President and Secretary of BII, was adopted in a Joint Action by Unanimous Consent in Writing of the Sole Shareholder and the Board of Directors of BII, and that thereby the Agreement and Plan of Merger was duly adopted as the act of the sole shareholder and the Board of Directors of BII, and the duly adopted agreement of BII.

WITNESS my hand and seal of said BII Delaware, Inc. on this 25th day of July, 1988.


William H. May
Secretary

(Corporate Seal)

OFFICERS' CERTIFICATE
OF
BECKMAN INSTRUMENTS, INC.

George F. Kilmain, Vice President, and William H. May, Secretary, of Beckman Instruments, Inc., a corporation duly organized and existing under the laws of the State of California, do hereby certify:

1. That they are the Vice President and Secretary, respectively, of Beckman Instruments, Inc., a California corporation.

2. That the total number of outstanding shares of each class of this corporation entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total Number of Shares Entitled to Vote</u>
Common Stock	1,000

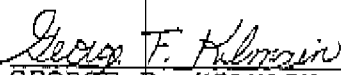
3. That the principal terms of the Agreement and Plan of Merger (the "Agreement") in the form attached were approved by the shareholders of this corporation by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the Agreement.

4. That each class entitled to vote and the minimum percentage vote of each such class is as follows:

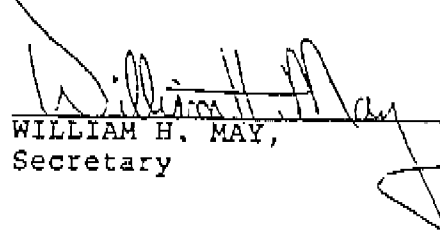
<u>Class</u>	<u>Minimum Percentage Vote Required to Approve the Merger</u>
Common Stock	More than 50%

5. That no vote of the shareholders of SmithKline Beckman Corporation (a parent party in this merger) was required.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed at 2500 Harbor Boulevard, Fullerton, California, on July 26, 1988.



GEORGE F. KILMAIN,
Vice President



WILLIAM H. MAY,
Secretary

INC-10

OFFICERS' CERTIFICATE
OF
BII DELAWARE INC.

George F. Kilmain, Vice President, and William H. May, Secretary, of BII Delaware Inc., a corporation duly organized and existing under the laws of the State of Delaware, do hereby certify:

1. That they are the Vice President and Secretary, respectively, of BII Delaware Inc., a Delaware corporation.

2. That the total number of outstanding shares of each class of this corporation entitled to vote on the merger is as follows:

<u>Class</u>	<u>Total Number of Shares Entitled to Vote</u>
Common Stock	1,000


3. That the principal terms of the Agreement and Plan of Merger (the "Agreement") in the form attached were approved by the shareholders of this corporation by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the Agreement.

4. That each class entitled to vote and the minimum percentage vote of each such class is as follows:


<u>Class</u>	<u>Minimum Percentage Vote Required to Approve the Merger</u>
Common Stock	More than 50%

5. That no vote of the shareholders of SmithKline Beckman Corporation (a parent party in this merger) was required.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed at 2500 Harbor Boulevard, Fullerton, California, on July 26, 1988.



GEORGE F. KILMAIN,
Vice President



WILLIAM H. MAY,
Secretary

INC-11