

12-30-2005



RECORDATION
TRAD

103147521

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):

Curatek Pharmaceuticals Limited Partnership

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

Citizenship (see guidelines) Illinois

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 1, 1996

- 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: Curatek Pharmaceuticals Limited Partnership

Internal

Address: _____

Street Address: 1965 Pratt Boulevard

City: Elk Grove Village

State: Illinois

Country: U.S.A. Zip: 60007

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship Nevada

Corporation Citizenship _____

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)

1,905,287 for CURATEK

Additional sheet(s) attached? Yes No

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

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

Name: Deborah A. Melchi

Internal Address: OLSON & HIERL, Ltd.

Street Address: 20 North Wacker Drive 36th Floor

City: Chicago

State: Illinois Zip: 60606

Phone Number: (312) 580-1180

Fax Number: (312) 580-1189

Email Address: damelchi@olsonhierl.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed **Check No. 28934**

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Deborah A. Melchi

Signature

December 27, 2005

Date

12/28/2005 BYRNE 00000066 1905287
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Deborah A. Melchi

40.00 Fee of Person Signing

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

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/1/96
17/91

IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

ARTICLES OF MERGER

1. Names of the limited partnerships proposing to merge, and the state of their
certification:
FEB 13 1997

No.	Name of Limited Partnership	State	Partnership File #
1	Curatek Pharmaceuticals Limited Partnership (merging)	Illinois	C001176
2	Curatek Pharmaceuticals Limited Partnership (surviving)	Nevada	655-1996

DEAN HELLER, SECRETARY OF STATE

- The laws of the state or country under which each limited partnership is certified permit merger, consolidation or exchange.
- (a) Name of the surviving limited partnership: Curatek Pharmaceuticals Limited Partnership (Nevada)
(b) It shall be governed by the laws of: State of Nevada
- Plan of merger is as follows: Copy of the Plan of Merger is attached.
- Plan of merger was approved in compliance with the laws of the state under which it is organized and by the unanimous consent of the general partner.
- The undersigned general partners have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated: May 1, 1996

Curatek Pharmaceuticals Holding, Inc. (Illinois)

Attested by: Vytas P. Ambutas
Vytas P. Ambutas
Assistant Secretary

By: Cyrus Tang
Cyrus Tang
President

Dated: May 1, 1996

Curatek Pharmaceuticals Holding, Inc.
(Nevada)

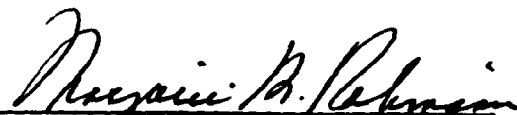
Attested by: Vytas P. Ambutas
Vytas P. Ambutas
Secretary

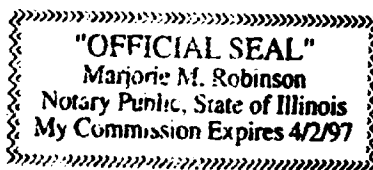
By: Cyrus Tang
Cyrus Tang
President

and John P. Chen
John P. Chen
Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Before me personally appeared Cyrus Tang, Vytas P. Ambutas and John P. Chen, to me known to be the persons who signed the attached Articles of Merger this 1st day of May, 1996.


Notary Public



PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER entered into as of May 1, 1996 by and between CURATEK PHARMACEUTICALS LIMITED PARTNERSHIP, an Illinois limited partnership, (hereinafter sometimes referred to as "CPLP") having its principal place of business at 1965 Pratt Blvd., Elk Grove Village, IL 60007, and CURATEK PHARMACEUTICALS LIMITED PARTNERSHIP, a Nevada limited partnership, (hereinafter referred to as "CURATEK"), having its principal place of business at 3773 Howard Hughes Parkway, Suite 350N, Las Vegas, NV 89109. CPLP and Curatek will sometimes hereinafter be referred to as the "CONSTITUENT PARTNERSHIPS."

WHEREAS, it is deemed by the parties hereto to be in the best interests of the CONSTITUENT PARTNERSHIPS that CPLP be merged with and into Curatek which shall be governed by the laws of the State of Nevada by the transfer and assumption of all assets and liabilities from CPLP to Curatek;

NOW, THEREFORE, in consideration of the premises and covenants, conditions and grants herein contained, the parties hereto agree in accordance with the applicable provisions of the laws of Nevada and Illinois that, on the effective date of this Agreement, CPLP shall be and hereby is merged into CURATEK, which shall be the continuing and surviving partnership, the terms and conditions of the merger and the mode of carrying the same into effect are and shall be as follows:

ARTICLE I

From and after the effective date of this Agreement, the Limited Partnership Agreement of CPLP shall be the Limited Partnership Agreement of Curatek until further amended in accordance with law.

ARTICLE II

As of May 1, 1996 ("Effective Date"), all of the assets and liabilities of CPLP shall be contributed to Curatek. No partnership interests shall be issued in exchange therefor because CPLP and Curatek are owned by the same partners with the same percentage ownership interests.

ARTICLE III

Upon the Effective Date, the separate existence of CPLP shall cease and the rights, privileges, powers, immunities and franchises, public or private, of each of the CONSTITUENT PARTNERSHIPS and all property, real, personal and mixed, and all debts due to any of the CONSTITUENT PARTNERSHIPS on whatever account, as all other choses or things in action, and all or every other interest of or belonging to or due each of the CONSTITUENT PARTNERSHIPS shall be taken and deemed to be transferred to and vested in Curatek without further act or deed; and all property, rights, privileges, powers, immunities and franchises, and all and every other interest shall be thereafter as effectually the property of Curatek as they were of the respective CONSTITUENT PARTNERSHIPS; and the title to any real estate or any interest therein, whether vested by deed or otherwise, of CPLP, shall not revert to be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens on any property of CPLP shall be preserved, unimpaired and all debts, liabilities, duties and obligations of CPLP shall thenceforth attach to Curatek and may be enforced against it to the same extent as if said rights, liens, debts, liabilities, duties or obligations had been incurred, contracted or assumed by Curatek and may be enforced against it to the same extent as if said rights, liens, debts, liabilities, duties or obligations

had been incurred, contracted, or assumed by Curatek; or any claim or action or proceeding pending by or against CPLP may be prosecuted to judgment as if the merger had not taken place, or Curatek may be substituted in place of CPLP. CPLP agrees that from time to time as and when requested by Curatek, or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all such deeds and other instruments and will take or cause to be taken all such further or other action as Curatek may deem necessary or desirable in order to vest in and confirm to Curatek title to and possession of all said property, rights, privileges, powers, immunities and franchises and otherwise to carry out the intent and purpose of this Agreement.

ARTICLE IV

The assets, liabilities and net worth accounts of CPLP shall be taken up on the books of Curatek in the amounts at which they respectively shall be carried as at the Effective Date on the books of CPLP.

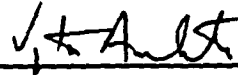
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**CURATEK PHARMACEUTICALS
LIMITED PARTNERSHIP, a
Nevada limited partnership**

By: Curatek Pharmaceuticals Holding,
Inc., its General Partner

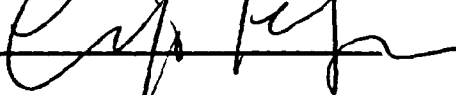
By: 

ATTEST:

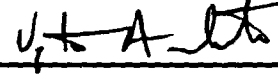
By: 

**CURATEK PHARMACEUTICALS
LIMITED PARTNERSHIP, an
an Illinois limited partnership**

By: Curatek Pharmaceuticals Holding,
Inc., its General Partner:

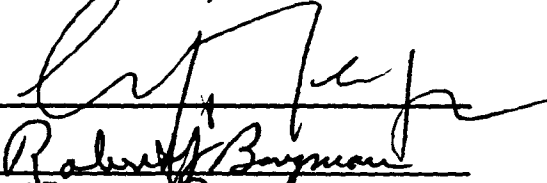
By: 

ATTEST:

By: 

The undersigned, as limited partners of CPLP and Curatek, hereby consent to the transactions described herein.

TANG INDUSTRIES, INC.

By: 

Robert Borgman


John Presutti