

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/12/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pilling Weck Incorporated		03/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Teleflex Medical Incorporated
Street Address:	155 South Limerick Road
City:	Limerick
State/Country:	PENNSYLVANIA
Postal Code:	19468
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2671575	ADAPT

CORRESPONDENCE DATA

Fax Number: (202)861-1783
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-861-1500
 Email: trademarks@bakerlaw.com
 Correspondent Name: Katrina Edge
 Address Line 1: 1050 Connecticut Avenue NW
 Address Line 2: Washington Square, Suite 1100
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	59475.0001
NAME OF SUBMITTER:	Katrina Edge
Signature:	/kedge/

CH \$40.00 2671575

Date:

01/09/2008

Total Attachments: 10

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Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"PILLING WECK INCORPORATED", A DELAWARE CORPORATION, WITH AND INTO "TELEFLEX MEDICAL INCORPORATED" UNDER THE NAME OF "TELEFLEX MEDICAL INCORPORATED", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, AS RECEIVED AND FILED IN THIS OFFICE THE TWELFTH DAY OF MARCH, A.D. 2007, AT 5:03 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4315505 8100M

070307879



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5502599

DATE: 03-13-07

TRADEMARK
REEL: 003692 FRAME: 0887

CERTIFICATE OF MERGER

MERGING

PILLING WECK INCORPORATED,
a Delaware corporation

into

TELEFLEX MEDICAL INCORPORATED,
a California corporation

Pursuant to Section 252 of the General Corporation Law of the State of Delaware, the undersigned corporation DOES HEREBY CERTIFY:

1. That the names and states of incorporation of the constituent corporations of the merger are as follow:

<u>Name</u>	<u>Jurisdiction of Incorporation</u>
Pilling Weck Incorporated	Delaware
Teleflex Medical Incorporated	California

2. That an Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations, to wit, by Pilling Weck Incorporated in the manner as provided in Section 252 of the General Corporation Law of the State of Delaware and by Teleflex Medical Incorporated in accordance with the California General Corporation Law.

3. That the name of the surviving corporation of the merger is Teleflex Medical Incorporated, which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the laws of the State of its incorporation.

4. That the Certificate of Incorporation of Teleflex Medical Incorporated, a California corporation, shall be the certificate of incorporation of the surviving corporation.

5. That the executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation, the address of which is 155 South Limerick Road, Limerick, Pennsylvania 19468.

6. That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of each of the constituent corporations.

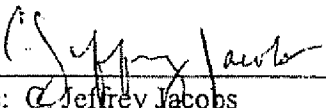
7. The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of the State of Delaware, and irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceeding. The Secretary of State shall mail any such process to the surviving corporation at:

155 South Limerick Road
Limerick, PA 19468

8. That this instrument shall be effective upon filing.

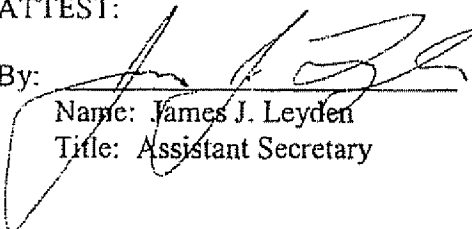
IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be signed by a duly authorized officer this 12th day of March, 2007.

TELEFLEX MEDICAL INCORPORATED

By: 
Name: Jeffrey Jacobs
Title: Vice President

(Corporate Seal)

ATTEST:

By: 
Name: James J. Leyden
Title: Assistant Secretary

State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



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

MAR 26 2007

Debra Bowen

DEBRA BOWEN
Secretary of State

MAR 15 2007

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of March 12, 2007 (this "Agreement"), is made and entered into by and between PILLING WECK INCORPORATED, a Delaware corporation ("Pilling-DE"), and TELEFLEX MEDICAL INCORPORATED, a California corporation ("Teleflex Medical"). Pilling-DE and Teleflex Medical are sometimes referred to in this Agreement individually as a "Constituent Company" and collectively as the "Constituent Companies."

BACKGROUND

The respective Boards of Directors of Pilling-DE and Teleflex Medical have determined that it is advisable and in the best interests of Pilling-DE and Teleflex Medical and their respective stockholders that Pilling-DE merge with and into Teleflex Medical in accordance with the applicable provisions of the Delaware General Corporation Law (the "DGCL"), the California General Corporation Law (the "CGCL") and the terms of this Agreement, pursuant to which Teleflex Medical will be the surviving corporation (the "Merger"). This Merger is intended to qualify as a "reorganization" under the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the parties hereto, agree as follows:

ARTICLE 1

THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the relevant provisions of the DGCL and the CGCL, at the Effective Time (as defined in Section 1.2 hereof), Pilling-DE shall be merged with and into Teleflex Medical. As a result of the Merger, the separate existence of Pilling-DE shall cease and Teleflex Medical shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

1.2 Effective Time. The Merger shall become effective (the "Effective Time") as prescribed by law.

1.3 Effect of the Merger. The Merger shall have the effects specified in the DGCL and the CGCL and, upon the effectiveness of the Merger, the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties, of each Constituent Company; and all such rights, privileges, powers and franchises of each Constituent Company, and all property, real, personal and mixed of each Constituent Company, and all debts due to either Constituent Company on whatever account, shall be vested in the Surviving Corporation; and all such rights, privileges, powers, franchises, property and other interests of each Constituent Company shall be thereafter as effectually the property of the Surviving Corporation as they

were of either Constituent Company, and the title to any real estate vested by deed or otherwise in either Constituent Company shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of either Constituent Company shall be preserved unimpaired and all debts, liabilities and duties of either Constituent Company shall thenceforth attach to the Surviving Corporation, and may be enforced against the Surviving Corporation to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1.4 Name of Surviving Corporation. The name of the Surviving Corporation shall be Teleflex Medical Incorporated.

1.5 Articles of Incorporation; By-Laws. The Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of Teleflex Medical in effect immediately prior to the Effective Time shall be the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws of the Surviving Corporation.

1.6 Directors and Officers. At and after the Effective Time, in each case until their respective successors are duly elected or appointed and qualified, the initial directors and officers of the Surviving Corporation shall be the directors and officers of Teleflex Medical as of the date hereof.

1.7 Taking Necessary Action; Further Action. Each Constituent Company shall use its best efforts to take all action as may be reasonably necessary or desirable to effectuate the Merger under the DGCL and the CGCL at the Effective Time. If at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all properties, interests, rights, privileges, immunities, powers and franchises of each Constituent Company, the officers of the Surviving Corporation are fully authorized in the name of each Constituent Company or otherwise to take, and shall take, all such lawful and necessary or desirable action.

ARTICLE 2

TERMS OF THE MERGER

2.1 Surrender of Pilling-DE Shares. At the Effective Time and upon the surrender by Teleflex Incorporated ("Teleflex"), the sole stockholder of Pilling-DE, of the certificates representing all of the issued and outstanding shares of common stock, par value \$1.00 per share, of Pilling-DE owned by Teleflex immediately prior to the Effective Time (the "Certificates") to the Surviving Corporation, the Certificates shall be canceled without consideration.

ARTICLE 3

MISCELLANEOUS

3.1 Amendment. This Agreement may be amended by the parties by written action taken on their behalf by their respective Boards of Directors at any time prior to the Effective Time; provided, however, after this Agreement has been adopted by the sole stockholder of Pilling-DE, no material amendment or supplement shall be made unless such amendment or supplement is also adopted by the sole stockholder of Pilling-DE.

3.2 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware and the State of California, without giving effect to principles of conflicts of laws.

3.3 Counterparts, Facsimile Signatures; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.


3.4 Termination. This Agreement may be terminated and abandoned by either Constituent Company at any time prior to the Effective Time.

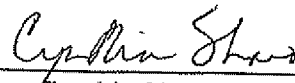
3.5 Headings. The Article and Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf by its duly authorized officers, all as of the day and year first above written.

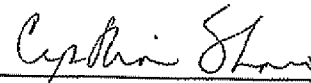
PILLING WECK INCORPORATED
a Delaware corporation

By: 
Name: C. Jeffrey Jacobs
Title: Vice President

By: 
Name: Cynthia Sharo
Title: Secretary

TELEFLEX MEDICAL INCORPORATED
a California corporation

By: 
Name: G. Jeffrey Jacobs
Title: Vice President

By: 
Name: Cynthia Sharo
Title: Secretary

TELEFLEX MEDICAL INCORPORATED

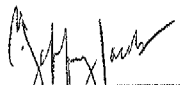
CERTIFICATE OF APPROVAL OF
AGREEMENT AND PLAN OF MERGER

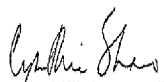
C. Jeffrey Jacobs and Cynthia Sharo certify that:

1. They are the vice president and the secretary, respectively, of Teleflex Medical Incorporated, a California corporation ("Corporation" or "Company").
2. The Agreement and Plan of Merger in the form attached was duly approved by the board of directors and sole shareholder of the Corporation, which equaled or exceeded the vote required.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 100.
5. The percentage vote required was one hundred percent (100%).

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated as of March 12, 2007


C. Jeffrey Jacobs, Vice President


Cynthia Sharo, Secretary

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PILLING WECK INCORPORATED

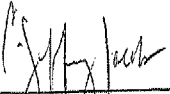
CERTIFICATE OF APPROVAL OF AGREEMENT AND PLAN OF MERGER

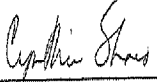
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Dated as of March 12, 2007


 C. Jeffrey Jacobs, Vice President


 Cynthia Sharo, Secretary

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