

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/31/2009		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Lesam, Inc.		01/29/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Ortho Organizers, Inc.		
Street Address:	1822 Aston Avenue		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92008		
Entity Type:	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	1530712	MASEL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)226-1995		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-226-7700		
Email:	ccastro@yeellp.com		
Correspondent Name:	Andrea L. Calvaruso, Esq.		
Address Line 1:	110 Greene Street, Ste. 700		
Address Line 4:	New York, NEW YORK 10012		
ATTORNEY DOCKET NUMBER:	1004/USTM-MASEL		
NAME OF SUBMITTER:	Andrea L. Calvaruso		
Signature:	/Andrea L. Calvaruso/		

OP \$40.00 1530712

Date:

03/20/2009

**Total Attachments: 6**

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**ENDORSED - FILED**  
in the office of the Secretary of State  
of the State of California

**AGREEMENT AND PLAN OF MERGER**

**JAN 29 2009**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of January 29, 2009 by and among Ortho Organizers Holdings, Inc., a Delaware corporation ("Parent"), Ortho Organizers, Inc., a California corporation and a wholly owned subsidiary of Parent ("Merger Sub"), and Lesam, Inc., a Delaware corporation (the "Company").

**RECITALS**

WHEREAS, (i) Parent has entered into the Stock Purchase Agreement dated December 26, 2008, by and among Parent, Becker Parkin Dental Supply Co., Inc., Henry Schein, Inc. and the stockholders of Parent (the "Stock Purchase Agreement"), and (ii) in connection with the consummation of the transactions contemplated by the Stock Purchase Agreement, Becker Parkin Dental Supply Co., Inc. acquired substantially all of the outstanding stock of Parent; and

**EFFECTIVE  
DATE**

**JAN 31 2009**

WHEREAS, the respective Boards of Directors of each of Parent, Merger Sub and the Company and the respective shareholders of Merger Sub and the Company have approved this Agreement, the merger of the Company with and into the Merger Sub (the "Merger") and the other transactions contemplated by this Agreement, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises, representations and warranties and mutual covenants contained in this Agreement and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

**ARTICLE I**

**THE MERGER**

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the General Corporation Law of the State of Delaware (the "DGCL") and the Corporations Code of the State of California (the "CCC"), at the Effective Time, the Company shall be merged with and into the Merger Sub. As a result of the Merger, the separate corporate existence of the Company shall cease and the Merger Sub shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

1.2 Closing. The closing of the Merger (the "Closing") shall take place as soon as reasonably practicable following the consummation of the transactions contemplated by the Stock Purchase Agreement, unless another time or date is agreed to in writing by the parties hereto (the date and time of the Closing being referred to in this Agreement as the "Closing Date"). The Closing shall be held at the offices of Proskauer Rose LLP, 1585 Broadway, New York, New York 10036, unless another place is agreed to in writing by the parties hereto. At the Closing, the parties hereto shall cause the Merger to be consummated by filing: (i) a certificate of merger relating to the Merger (the "Certificate of Merger") with the Secretary of State of the

State of Delaware, in such form as required by, and executed in accordance with the relevant provisions of, the DGCL (the "Delaware Filing"); and (ii) this Agreement and the Officers' Certificate of Merger Sub, attached hereto as Exhibit A, and the Officers' Certificate of the Company, attached hereto as Exhibit B, with the Secretary of State of the State of California, each of such filings are in such form as required by, and executed in accordance with the relevant provisions of, the CCC (collectively, the "California Filings"). The Merger shall become effective at 11:59 PM (Eastern Standard Time) on Saturday, January 31, 2009 (the "Effective Time").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DGCL and CCC. Without limiting the generality of the foregoing, at the Effective Time, except as otherwise provided in this Agreement, all the property, rights, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Certificate of Incorporation and Bylaws.

(a) At the Effective Time, the certificate of incorporation of Merger Sub, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation, until thereafter changed or amended as provided therein or by applicable Law.

(b) At the Effective Time, the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation, until thereafter changed or amended as provided therein or by applicable Law.

1.5 Directors and Officers. The directors of the Company immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation. The officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

## ARTICLE II

### EFFECT ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

2.1 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any further action on the part of Merger Sub, the Company or the holders of any of the following securities:

(a) Conversion Generally. All shares of common stock, no par value per share, of the Company ("Company Common Stock") issued and outstanding immediately prior to the Effective Time (other than any shares of Company Common Stock to be canceled pursuant to Section 2.1(c), if any) shall be converted into the right to receive, in the aggregate, that number of shares of common stock, par value \$0.0001 per share, of Parent ("Parent Common Stock") equal to 38.29% of the shares of Parent Common Stock issued and outstanding

immediately prior to the Effective Time (the "Merger Consideration"), so that after giving effect to the issuance of the Merger Consideration, the Merger Consideration will represent approximately 27.69% of the then issued and outstanding shares of Parent Common Stock. The Merger Consideration will be allocated pro rata among the shares of Company Capital Stock issued and outstanding immediately prior to the Effective Time. All such shares of Company Common Stock shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist, and each certificate previously representing any such shares shall thereafter represent the right to receive the Merger Consideration payable in respect of such shares of Company Common Stock.

(b) Merger Sub. Each share of common stock, no par value per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall remain outstanding and shall not be affected by the Merger.

(c) Cancellation of Treasury Shares. Each share of Company Common Stock held in the Company treasury and each share of Company Common Stock, if any, owned by any wholly owned subsidiary of the Company immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

## 2.2 Exchange of Certificates.

(a) Surrender and Exchange. Each holder of record of any outstanding certificate or certificates theretofore representing Company Common Stock may surrender the same to Parent at its office, and such holder shall be entitled upon such surrender to receive in exchange therefore a certificate or certificates representing the Merger Consideration payable in respect of the shares of Company Common Stock theretofore represented by such certificate or certificates. Until so surrendered, each outstanding certificate which, prior to the effective time of the Merger, represented one or more shares of Company Common Stock shall be deemed for all corporate purposes to evidence ownership of the appropriate number of shares of Parent Common Stock as determined in accordance with the terms hereof.

(b) Lost Certificates. If any certificate shall have been lost, stolen or destroyed, the Parent shall distribute Merger Consideration upon the making of an affidavit of that fact by the relevant Person.

2.3 Stock Transfer Books. At the Effective Time, the stock transfer books of the Company shall be closed and, thereafter, there shall be no further registration of transfers of shares of Company Common Stock theretofore outstanding on the records of the Company. From and after the Effective Time, the holders of Certificates representing shares of Company Common Stock outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such shares of Company Common Stock except as otherwise provided in this Agreement or by Law.

## ARTICLE III

### MISCELLANEOUS

3.1 Amendment. This Agreement may be amended by the mutual agreement of the parties hereto at any time prior to the Effective Time only by an instrument in writing signed by the parties hereto.

3.2 Further Assurances. From time to time, as and when requested by any party hereto and at such party's expense, any other party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

3.3 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated by this Agreement are fulfilled to the extent possible.

3.4 Entire Agreement. This Agreement and the other documents delivered in connection with the Stock Purchase Agreement constitute the entire agreement of the parties and supersede all prior agreements, arrangements and undertakings, both written and oral, between the parties, or any of them, with respect to the subject matter of this Agreement.

3.5 Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

3.6 Governing Law. Except to the extent that the CCC applies to the Merger and would require the application of the CCC in connection therewith, this Agreement and the transactions contemplated by this Agreement, and all disputes between the parties under or related to this Agreement or the facts and circumstances leading to its execution, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the Laws of the State of Delaware and without reference to conflict of laws principles.

3.7 Certain Definitions. For purposes of this Agreement, the following terms, when used in this Agreement with initial capital letters, shall have the respective meanings set forth in this Agreement:

(a) "Governmental Entity" means any (a) nation, region, state, province, county, city, town, village, district or other jurisdiction, (b) federal, state, local, municipal, foreign or other government, (c) governmental or quasi-governmental authority of any nature

(including any governmental agency, branch, department or other entity, (d) multinational organization or (e) body entitled to exercise any administrative, executive or regulatory power of any nature.

(b) "Law" means applicable statutes, laws, rules, ordinances, regulations, codes, orders, judgments, injunctions, writs, decrees, in each case, of a Government Entity.

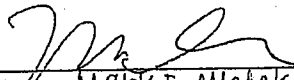
(c) "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a Governmental Entity or any department, agency or political subdivision thereof.


3.8 Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

*[Remainder of page intentionally left blank]*


IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger on the day and year first above written.

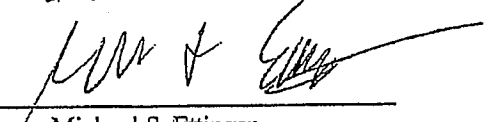
ORTHO ORGANIZERS HOLDINGS, INC.

By:   
Name: MARK E. Mlotek  
Title: Executive Vice President

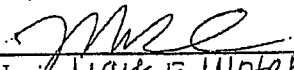
By:   
Name: Michael S. Ettinger  
Title: Secretary

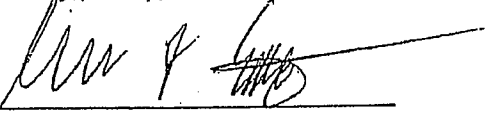
ORTHO ORGANIZERS, INC.

By:   
Name: MARK E. Mlotek  
Title: Executive Vice President

By:   
Name: Michael S. Ettinger  
Title: Secretary

LESAM, INC.

By:   
Name: MARK E. Mlotek  
Title: Executive Vice President

By:   
Name: Michael S. Ettinger  
Title: Secretary

[Agreement and Plan of Merger]