

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2005		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Laboratory Consulting, Inc.		12/31/2005
			Entity Type
			CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	American HealthNet, Inc.		
Street Address:	2110 South 169th Plaza		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68130		
Entity Type:	CORPORATION: NEBRASKA		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Registration Number:	1588571	HUMMINGBIRD
	Registration Number:	1116564	LCI
	Registration Number:	1933181	OMCARE
CORRESPONDENCE DATA			
Fax Number:	(402)390-9005		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	402 390-9500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta L. Christensen		
Address Line 1:	1125 S 103rd Street		
Address Line 2:	One Pacific Place, Suite 800		
Address Line 4:	Omaha, NEBRASKA 68124		
ATTORNEY DOCKET NUMBER:	8240-0020 AMERICAN HEALTH		

OP \$90.00 1588571

NAME OF SUBMITTER:	Roberta L. Christensen
Signature:	/rlc/
Date:	08/31/2009
Total Attachments: 8 source=AHN Merger #page1.tif source=AHN Merger #page2.tif source=AHN Merger #page3.tif source=AHN Merger #page4.tif source=AHN Merger #page5.tif source=AHN Merger #page6.tif source=AHN Merger #page7.tif source=AHN Merger #page8.tif	

NE Sec of State John R Geln - CORP MI
1000580207
AMERICAN HEALTHNET INC
ed 01/03/2006 02 19 PM

ARTICLES OF MERGER
OF
LABORATORY CONSULTING, INC.
INTO
AMERICAN HEALTHNET, INC.

Pursuant to the provisions of the Business Corporation Act of the State of Nebraska, the undersigned corporations do hereby adopt the following Articles of Merger for the purpose of merging Laboratory Consulting, Inc., a Wisconsin corporation, the acquired corporation ("AC"), into American HealthNet, Inc., a Nebraska corporation, the surviving corporation ("SC"):

- FIRST: The Agreement and Plan of Merger, a copy of which is attached hereto as "Exhibit A" and incorporated herein by this reference, was approved by the boards of directors of AC and SC in the manner prescribed by the Business Corporation Act of the State of Nebraska.
- SECOND: Shareholder approval of AC was not required.
- THIRD: Shareholder approval of SC was not required.
- FOURTH: The Effective Date of these Articles of Merger shall be December 31, 2005.
- DATED: December 31, 2005.

Laboratory Consulting, Inc., a Wisconsin corporation, acquired corporation

By Gerald E. Brown
Gerald E. Brown, President

American HealthNet, Inc., a Nebraska corporation, surviving corporation

By Gerald E. Brown
Gerald E. Brown, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 31st day of December, 2005, by and between American HealthNet, Inc., a Nebraska corporation, the surviving corporation ("SC"), and Laboratory Consulting, Inc., a Wisconsin corporation, the acquired corporation ("AC") (collectively, the "Merging Corporations").

WITNESSETH:

WHEREAS, AC is a wholly-owned subsidiary of SC;

WHEREAS, the boards of directors of SC and AC deem it advisable and in the best interests of their respective corporations and shareholders that AC merge into SC in accordance with this Agreement and the applicable laws of the State of Nebraska and the State of Wisconsin; and

WHEREAS, SC and AC desire to adopt this Agreement as a Plan of Reorganization and intend that the merger contemplated by this Agreement constitute a tax-free reorganization pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and agreements herein contained, it is agreed in accordance with, and pursuant to the provisions of the laws of the State of Nebraska and the State of Wisconsin that AC shall be merged into SC as a single corporation, which shall be the surviving corporation, and that the terms and conditions of the merger and the mode of carrying same into effect are as hereinafter set forth.

1. Effective Date of Merger. The merger contemplated by this Agreement shall be effective upon the filing of the Articles of Merger with the State of Nebraska and the State of Wisconsin ("Effective Date").
2. Articles of Incorporation. Upon the Effective Date of the merger, the Articles of Incorporation of SC in force immediately prior to the Effective Date of the merger shall be and remain the Articles of Incorporation of SC.
3. Amended and Restated Bylaws. Upon the Effective Date of the merger, the Amended and Restated Bylaws of SC in force immediately prior to the Effective Date of the merger shall be and remain the Amended and Restated Bylaws of SC.
4. Officers and Directors. Upon the Effective Date of the merger, the officers and directors of SC immediately prior to the Effective Date of the merger shall be and remain the officers and directors of SC.
5. Conversion of Stock. The manner of converting shares of AC into shares of SC is as follows: All outstanding shares of stock of AC shall at the Effective Date of the merger be surrendered and cancelled and no new shares shall be issued to the shareholders of AC. The shares of SC now held by SC shareholders shall evidence their ownership of the merged entity.
6. Shareholder Approval. Approval by the shareholders of SC and AC was not required.

7. Effect of Merger.

(a) Upon the Effective Date of this merger, the separate existence of AC shall cease and AC shall be merged, in accordance with this Agreement, into SC which shall survive such merger and shall have all the rights, privileges, immunities, and powers and shall be subject to all duties and liabilities of a corporation organized under the Nebraska Business Corporation Act. SC shall thereupon and thereafter possess all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, of each of the Merging Corporations. All property, real, personal, and mixed, and all debts due on whatever account, including subscriptions to shares, and all other things, choses, and causes of action, and all and every other interest of or belonging to or due to each of the Merging Corporations shall be taken and deemed to be transferred to and vested in SC without any further act or deed and shall thereafter be the property of SC to the same extent as they were of each of the Merging Corporations. The title to any real estate, or any interest therein, vested in either of the Merging Corporations shall not revert or be in any way impaired by reason of the merger. SC shall thenceforth be responsible and liable for all of the liabilities and obligations for each of the Merging Corporations. Any claim existing or action or proceeding pending by or against either of the Merging Corporations may be prosecuted as if the merger had not taken place, or SC may be substituted in the place of either of the Merging Corporations. Neither the rights of creditors nor any liens upon the property of either of the Merging Corporations shall be impaired by the merger.

(b) Upon the Effective Date, the assets, liabilities, reserves and accounts of each of the Merging Corporations shall be taken upon the books of SC, as the surviving corporation, at the amount at which they respectively shall be carried on the books of said corporation. The equity securities of AC shall cease to exist and the holders of such equity securities shall thereafter be entitled only to the cash, property, or securities into which such equity securities shall have been converted in accordance with this Agreement, subject to any dissenter's rights under the Nebraska Business Corporation Act.

(c) All corporate acts, plans, policies, approvals and authorizations of AC, its respective sole shareholder, 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 of the merger, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of SC, the surviving corporation, and shall be effective and binding thereon. The employees and agents of AC shall become the employees and agents of SC, the surviving corporation and continue to be entitled to the same rights and benefits (including, but not limited to, the right to participate in the 401(k) plan sponsored by SC), which they enjoyed as employees and agents of AC.

8. Warranties and Representations of SC. SC warrants, represents and covenants with AC, and its shareholders, their successors and assigns, as follows:

(a) SC is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) The entire authorized capital of SC consists of 2,000,000 shares of common stock and 1,000,000 shares of preferred stock both having a par value of \$0.01 per share, of which 307,755 shares of common stock and 0 shares of preferred stock are issued and outstanding.

(c) As of the date of execution of this Agreement, SC has full power and authority to execute and deliver this Agreement; the execution and delivery of this Agreement and the complete effectuation of the transaction contemplated herein have been duly authorized by the directors of SC; and this Agreement constitutes a valid, binding and enforceable obligation of SC.

9. Warranties and Representations of AC. AC warrants, represents and covenants with SC, its successors and assigns, as follows:

(a) AC is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin.

(b) The entire authorized capital stock of AC consists of 2,200 shares of a single class of common stock having no par value, of which 1,000 shares are issued and outstanding.

(c) As of the date of execution of this Agreement, AC has full power and authority to execute and deliver this Agreement; the execution and delivery of this Agreement and the complete effectuation of the transaction contemplated herein have been duly authorized by the directors of AC; and this Agreement constitutes a valid, binding and enforceable obligation of AC.

10. Tax-Free Reorganization. AC and SC adopt this Agreement as a Plan of Reorganization and intend that the merger contemplated by this Agreement constitute a tax-free reorganization pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended.

11. Default. Any default or non-performance of any obligation, warranty or covenant contained herein by either party shall be deemed to constitute a default by such party of all other contracts and agreements then existing between the parties (or corporations wholly owned by the parties), and the non-defaulting party shall be entitled to exercise all rights and remedies granted herein and under such other existing contracts and agreements.

12. Survival. All obligations, covenants, warranties and representation contained herein shall survive the closing and effectuation of the Agreement.

13. Further Documents and Actions.

(a) The directors and officers of AC and SC are authorized, empowered and directed to execute, deliver, file and/or record such instruments and documents, including, without limitation, Articles of Merger, and to take all actions as shall be required by law or which the directors and officers deem necessary or advisable to fully carry out the intent and purposes of this Agreement and to accomplish the merger pursuant to the laws of the State of Nebraska and the State of Wisconsin.

(b) Without limiting the generality of the foregoing authorization, if at any time before or after the Effective Date of this merger, SC, as the surviving corporation, shall consider or be advised that any instruments of further assurance are necessary or desirable to vest or to perfect or confirm of record or otherwise, the title of SC, as the surviving corporation, to any property acquired or to be acquired by this Agreement, AC and the appropriate officers and directors shall and will execute and deliver any and all such deeds, assignments, and assurances and do all things necessary or proper so to vest, perfect or confirm title to such property in SC and otherwise carry out the purposes of this Agreement.

14. Termination. This Agreement may be terminated and abandoned by action of the board of directors of AC or SC at any time prior to the Effective Date. In the event this Agreement is terminated after this Agreement (or an article or similar document in lieu thereof) has been filed with the Secretary of State of the State of Nebraska and/or the Secretary of the Department of Financial Institutions of Wisconsin but prior to the Effective Date, the parties shall file an article of termination or similar document with the Secretary of State of Nebraska in accordance with the Business Corporation Act of the State of Nebraska and/or with the Secretary of the Department of Financial Institutions of Wisconsin in accordance with the Wisconsin Business Corporation Law.

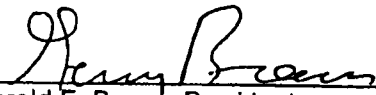
15. Amendment. This Agreement may be amended by action of the board of directors of AC and SC at any time prior to the Effective Date. In the event that this Agreement is amended after this Agreement (or an article or similar document in lieu thereof) has been filed with the Secretary of State of the State of Nebraska and/or the Secretary of the Department of Financial Institutions of Wisconsin but prior to the Effective Date, the parties shall file an article or amendment of merger or similar document with the Secretary of State of the State of Nebraska in accordance with the Business Corporation Act of the State of Nebraska and/or with the Secretary of the Department of Financial Institutions of Wisconsin in accordance with the Wisconsin Business Corporation Law.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Agreement, having been unanimously adopted by the boards of directors of SC and AC, has been executed on behalf of said corporations by their respective Presidents as of the day first above written.

American HealthNet, Inc., a Nebraska corporation

By: 
Gerald E. Brown, President

Laboratory Consulting, Inc., a Wisconsin corporation

By: 
Gerald E. Brown, President

DEPARTMENT OF FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

2005 DEC 28 AM 9:52
Chs. 179, 180, 181, 183, 185,
181.1105, and
183.1204 Wis. Stats.

State of Wisconsin
DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



ARTICLES OF MERGER

1. Non-Surviving Parties to the Merger:

Company Name:
LABORATORY CONSULTING, INC.

Indicate (X) Entity Type	<input type="checkbox"/>	Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of <u>WISCONSIN</u> (state or country)
	<input checked="" type="checkbox"/>	Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/>	Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input type="checkbox"/>	Limited Liability Company (Ch. 183, Wis. Stats.)	

Company Name:

Indicate (X) Entity Type	<input type="checkbox"/>	Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of <u>STATE OF WISCONSIN</u> (state or country)
	<input type="checkbox"/>	Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/>	Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input type="checkbox"/>	Limited Liability Company (Ch. 183, Wis. Stats.)	

Schedule more non-surviving parties as an additional page.

2. Surviving Business Entity:

Company Name:
AMERICAN HEALTHNET, INC.

Indicate (X) Entity Type	<input type="checkbox"/>	Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of <u>NEBRASKA</u> (state or country)
	<input checked="" type="checkbox"/>	Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/>	Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input type="checkbox"/>	Limited Liability Company (Ch. 183, Wis. Stats.)	

STATE OF WISCONSIN
JAN 19 2006
DEPARTMENT OF FINANCIAL INSTITUTIONS

FILING FEE - \$150.00
DFI/CORP/2000(R02/10/03) Use of this form is voluntary.

ARTICLES OF MERGER

3. The Plan of Merger included in this document was approved by each business entity that is a party to the merger in the manner required by the laws applicable to each business entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable.

CONTINGENCY STATEMENT - The surviving business entity of this merger is a domestic or foreign nonstock corporation. The Plan of Merger included in this document was approved by each business entity that is a party to the merger in the manner required by the laws applicable to each business entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103 (2) (c).

- The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.
- The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class.

Membership Class	Number of Memberships Outstanding	Number of Votes Entitled to be Cast	For	Against

(Append or attach the PLAN OF MERGER. Optional Plan of Merger template on Pages 4 & 5)

4. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on ~~DECEMBER 31, 2005~~ DECEMBER 15, 2005 (date) at ~~10:59~~ 10:59 PM (time).

(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

5. Executed on DECEMBER 15, 2005 (date) by the surviving business entity on behalf of all parties to the merger.


(Signature)

Mark (X) below the title of the person executing the document.

ARTHUR H. TAYLOR

(Printed Name)

For a limited partnership

Title: General Partner

For a corporation

Title: President OR Secretary
or other officer title _____

This document was drafted by: NOT EXECUTED IN WISCONSIN
(Name the individual who drafted the document)