

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/31/2009

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MedaSTAT USA, LLC		07/31/2009	LIMITED LIABILITY COMPANY: KENTUCKY
NPUT, LLC		07/31/2009	LIMITED LIABILITY COMPANY: KENTUCKY

**RECEIVING PARTY DATA**

Name:	RecoverCare, LLC
Street Address:	100 Matsonford Rd., Suite 500
Internal Address:	Five Radnor Corporate Center
City:	Radnor
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	77432780	MEDASTAT
Serial Number:	77432782	STAT HYBRID
Registration Number:	3621730	NPUT

**CORRESPONDENCE DATA**

Fax Number: (949)475-4754  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 949-451-3800  
 Email: skann@gibsondunn.com  
 Correspondent Name: Stephanie Kann  
 Address Line 1: 3161 Michelson Drive  
 Address Line 4: Irvine, CALIFORNIA 92612

**TRADEMARK**

**900142650**

**REEL: 004057 FRAME: 0431**

**CH \$90.00 77432780**

ATTORNEY DOCKET NUMBER:	98537-00005
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	09/04/2009
Total Attachments: 5 source=MedaSTAT&NPUT-PlanofMerger(Executed)#page1.tif source=MedaSTAT&NPUT-PlanofMerger(Executed)#page2.tif source=MedaSTAT&NPUT-PlanofMerger(Executed)#page3.tif source=MedaSTAT&NPUT-PlanofMerger(Executed)#page4.tif source=MedaSTAT&NPUT-PlanofMerger(Executed)#page5.tif	

## PLAN OF MERGER

THIS PLAN OF MERGER (this “**Plan**”) is made this 31st day of July, 2009, by and among MedaSTAT USA, LLC, a Kentucky limited liability company (“**MedaSTAT**”), NPUT, LLC, a Kentucky limited liability company (“**NPUT**”), and RecoverCare, LLC, a Pennsylvania limited liability company (“**RecoverCare**”).

### **RECITALS**

WHEREAS, WoundCo Holdings, Inc., a Delaware corporation, owns all of the membership interests in MedaSTAT, NPUT and RecoverCare;

WHEREAS, the Managers of MedaSTAT, the Executive Committee of NPUT and the Board of Managers of RecoverCare: (a) deem it advisable and in the best interests of each such limited liability company that MedaSTAT and NPUT merge with and into RecoverCare under and pursuant to the provisions of the Kentucky Limited Liability Act (Chapter 275 of the Kentucky Revised Statutes) (the “**Act**”); (b) have adopted resolutions approving this Plan and the merger of MedaSTAT and NPUT with and into RecoverCare (the “**Merger**”) and (c) have recommended that this Plan be approved and adopted;

WHEREAS, WoundCo Holdings, Inc., as the sole member of MedaSTAT, NPUT and RecoverCare has adopted resolutions approving this Plan and the Merger;

WHEREAS, the parties hereto intend for the effective time of this Plan to be 11:59 P.M., Eastern Standard Time on July 31, 2009;

WHEREAS, the Merger is being performed pursuant to the Act.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

- 1. Merger.** MedaSTAT and NPUT shall be merged with and into RecoverCare.
- 2. Effective Time.** This Plan and the Merger shall become effective on July 31, 2009 at 11:59 P.M., Eastern Standard Time (the “**Effective Time**”).
- 3. Surviving Entity.** RecoverCare shall survive the Merger (the “**Surviving Entity**”) and the Surviving Entity shall continue to be governed by the laws of the State of Pennsylvania, and the separate corporate existence of RecoverCare with all its purposes, objects, rights, privileges and limited liability, shall continue unaffected and unimpaired by the Merger. The separate corporate existence of MedaSTAT and NPUT shall cease forthwith upon the Effective Time.

4. **Name of Surviving Entity.** The name of the Surviving Entity, RecoverCare, LLC, shall remain unchanged upon the Effective Time of the Merger.

5. **Certificate of Organization.** The certificate of organization of RecoverCare in effect immediately prior to the Effective Time (the “**Certificate of Organization**”) shall be the Certificate of Organization of the Surviving Entity following the Effective Time unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in the Certificate of Organization or herein upon any member of the Surviving Entity or upon any other persons whomsoever are subject to such reserved power.

6. **Limited Liability Company Agreement.** The limited liability company agreement of RecoverCare in effect immediately prior to the Effective Time shall be the limited liability company agreement of the Surviving Entity following the Effective Time unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7. **Board of Managers and Officers.**

(a) **Board of Managers.** The members of the Board of Managers of the Surviving Entity immediately after the Effective Time shall be those persons who were the members of the Board of Managers of RecoverCare immediately prior to the Effective Time, and such persons shall serve in such office for the terms provided by law or in the limited liability company agreement of RecoverCare or until their respective successors are elected or appointed, as applicable, and qualified.

(b) **Officers.** The officers of the Surviving Entity immediately after the Effective Time shall be those persons who were the officers of RecoverCare immediately prior to the Effective Time, and such persons shall serve in such offices for the terms provided by law or in the limited liability company agreement of RecoverCare or until their respective successors are elected or appointed, as applicable, and qualified.

8. **Further Assurance of Title.** If at any time the Surviving Entity shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to RecoverCare any right, title, or interest of MedaSTAT or NPUT held immediately prior to the Effective Time, MedaSTAT and NPUT and their respective proper members and managers shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Entity as shall be necessary to carry out the purposes of this Plan, and the Surviving Entity and the members, managers and officers of the Surviving Entity are fully authorized to take any and all such action in the name of MedaSTAT or NPUT or otherwise.

9. **Effect of the Merger on Membership Interests.**

(a) **MedaSTAT and NPUT.** Upon the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, all membership interests of MedaSTAT and NPUT held by WouldCo Holdings, Inc. immediately prior thereto and all rights

in respect thereof shall automatically be cancelled, and no membership interests of the Surviving Entity shall be issued in exchange therefor.

(b) **RecoverCare.** Upon the Effective Time, each membership interest of RecoverCare held by WoundCo Holdings, Inc. immediately prior to the Effective Time shall not be affected by the Merger.

**10. Rights and Liabilities of the Surviving Entity.** At and after the Effective Time, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to MedaSTAT or NPUT of whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers and franchises and every other interest of any of the parties hereto shall be as effectively the property of the Surviving Entity as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in MedaSTAT or NPUT shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, and limited in lien to the property affected by such lien at the Effective Time; all debts, liabilities, obligations (including obligations expressly required to be assumed by the Surviving Entity) and duties of the respective parties hereto shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and the Surviving Entity shall indemnify and hold harmless the managers of MedaSTAT and NPUT and the officers and managers of RecoverCare against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

**11. Termination.** This Plan may be terminated and abandoned by action of the managers of MedaSTAT, the Executive Committee of NPUT or the Board of Managers of RecoverCare at any time prior to the Effective Time, whether before or after approval by the member of MedaSTAT, NPUT or RecoverCare LLC.

**12. Expenses and Rights of Dissenting.** The Surviving Entity shall pay all expenses of carrying this Plan into effect and of accomplishing the Merger, including amounts, if any, to which dissenting membership interests of MedaSTAT and NPUT may be entitled by reason of the Merger.

**13. Governing Law.** This Plan shall be governed by the laws of the State of Pennsylvania, without regard to principles of conflicts of laws.

**14. Counterparts.** This Plan may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

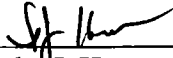
**15. Severability.** Any provision of this Plan which is invalid, illegal or unenforceable in any jurisdiction shall as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions

hereof in such jurisdiction or rendering that or any other provision of this Plan invalid, illegal or unenforceable in any other jurisdiction.

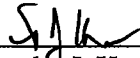
[signature page follows]

IN WITNESS WHEREOF each of the parties hereto have caused this Plan to be executed on the day and year first above written.

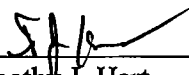
MedaSTAT USA, LLC,  
a Kentucky limited liability company

By:   
Name: Timothy J. Hart  
Title: Manager

RecoverCare, LLC,  
a Pennsylvania limited liability company

By:   
Name: Timothy J. Hart  
Title: Vice President

NPUT, LLC,  
a Kentucky limited liability company

By:   
Name: Timothy J. Hart  
Title: Manager

*Signature Page of Plan of Merger*