TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 10/27/2010 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------|----------|----------------|-----------------------|
| Ideal Instruments, Inc. | | 10/27/2010 | CORPORATION: MICHIGAN |

RECEIVING PARTY DATA

| Name: | Neogen Corporation |
|-----------------|-----------------------|
| Street Address: | 620 Lesher Place |
| City: | Lansing |
| State/Country: | MICHIGAN |
| Postal Code: | 48912 |
| Entity Type: | CORPORATION: MICHIGAN |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 1123657 | ELECTROJAC |
| Registration Number: | 1199439 | IDEAL |
| Registration Number: | 1687738 | DR. FRANK'S |

CORRESPONDENCE DATA

Fax Number: (517)372-6672

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 517-372-6622
Email: taylort@butzel.com
Correspondent Name: lan C. McLeod

Address Line 1: 110 W. Michigan Avenue

Address Line 2: Suite 1100

Address Line 4: Lansing, MICHIGAN 48933

ATTORNEY DOCKET NUMBER: NEOGEN 3.0-1 (141404-607)

TRADEMARK REEL: 004463 FRAME: 0301 00 1123657

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| NAME OF SUBMITTER: | Steven M. Parks |
| Signature: | /Steven M. Parks/ |
| Date: | 01/28/2011 |
| Total Attachments: 28 | |
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REEL: 004463 FRAME: 0302

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the MERGER DOCUMENT

for

NEOGEN CORPORATION

ID NUMBER: 059092

received by facsimile transmission on November 4, 2010 is hereby endorsed Filed on November 8, 2010 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 8TH day of November, 2010.

> TRADEMARK Difector REEL: 004463 FRAME: 0303

| BCS/CD-551 (Rev. 05/10) | | · |
|----------------------------------|--|--|
| · | MICHIGAN DEPARTMENT OF ENERG BUREAU OF COMMERCIA | |
| Date Received | (FOR BUREAU USE ONL: | n |
| | This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document. | |
| Richard C. I | Lowe, Lowe Law Firm, PC. | |
| Address 2375 Woodla | ike Drive, Suite 380 | |
| City Okemos | State ZIP Code MI 48864 | EFFECTIVE DATE: |
| Document will be If left blank d | returned to the name and address you enter above. socument will be mailed to the registered office. | Expiration date for new assumed names: December 31, Expiration date for transferred assumed names appear in Item 6 |

CERTIFICATE OF MERGER For use by Parent and Subsidiary Profit Corporations (Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Certificate:

| 1. a. The name of each constituent cor | poration and its identification number is: | |
|--|---|--|
| Neogen Corporation | | 059092 |
| Ideal Instruments, Inc. | | 225483 |
| b. The name of the surviving corpora | ation and its identification number is: | |
| Neogen Corporation | | 059092 |
| | | |
| c. For each subsidiary corporation, s | state: | |
| Name of corporation | Number of outstanding shares in each class | Number of shares owned by the parent corporation in each class |
| Ideal instruments, Inc. | 100,000 | 100,000 |
| | | |
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| d. The manner and basis of converting the shares of each constituent corporation is as follows: | |
|---|---|
| All shares of Ideal shall be cancelled on the Effective Date | |
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| e. The amendments to the Articles or a Restatement of the Articles of Incorporation of the surviving corporation to be effected by the merger are as follows: | |
| Not Applicable | |
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| f. Other provisions with respect to the merger are as follows: | |
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| See attached Agreement and Plan of Merger. | |
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| The merger is permitted by the state or country ur | ider whose law it is i | incorporated and each foreign | corporation has |
|--|------------------------|-------------------------------|-----------------|
| complied with that law in effecting the merger. | | | |

3. (Delete if not applicable) NOT APPLICABLE

The consent to the merger by the shareholders of the subsidiary corporation was obtained pursuant to its Articles of Incorporation. (Such consent is necessary if the Articles of Incorporation require approval of the merger by the vote of the holders of more than the percentage of the shares owned by the parent corporation.)

4. (Delete if not applicable) NOT APPLICABLE

The consent to the merger by the shareholders of the parent corporation was obtained. (Such consent is necessary if its Articles of Incorporation require shareholder approval of the merger, the plan of merger amends its Articles of Incorporation, or a subsidiary is to be the surviving corporation.)

| 5. (Complete only if an effective date is desired other than the date of filing. | The date must be no more than 90 days after |
|--|---|
| the receipt of this document in this affice.) | |

The merger shall be effective on the ______ day of ______.

| Signed this 27 th day of October | 2010 |
|---|------|
| Neogen Corporation | |
| (Name of parent corporation) | |
| By LaMShaman | |
| (Signature of an authorized officer or agent) | |
| Lon M. Bohannon, President | |

(Type or Print Name)

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Agreement and Plan of Merger

This Agreement and Plan of Merger ("Agreement") is made October $\frac{\sqrt{27}}{\sqrt{2010}}$, pursuant to Section 711 of the Michigan Business Corporation Act, as amended, and pertinent sections of the Internal Revenue Code of 1986, as amended ("IRC"), governing the tax-free merger of two or more corporations, by and between Neogen Corporation ("Neogen"), a Michigan corporation, and Ideal Instruments, Inc. ("Ideal"), a Michigan corporation. Neogen and Ideal are collectively referred to as "Constituent Corporations" in this Agreement.

Recitals

- A. Neogen is a for-profit corporation organized under the laws of the State of Michigan, its Articles of Incorporation having been filed in the office of the Department of Energy Labor & Economic Growth of the State of Michigan on June 30, 1981.
- B. Ideal is a for-profit corporation organized under the laws of the State of Michigan, its Articles of Incorporation having been filed in the office of the Department of Energy Labor & Economic Growth of the State of Michigan on April 26, 1985.
- C. Neogen has 22,732,000 shares of common stock issued and outstanding as of May 31, 2010. Neogen has no shares of preferred stock issued and outstanding. Neogen is authorized to issue a total of 30,000,000 shares of common stock and 100,000 shares of preferred stock. Neogen has issued and outstanding 29,000 warrants to purchase its common stock at an average exercise price of \$8.48 per share as of May 31, 2010. Neogen has issued and outstanding options to purchase 1,998,000 shares of its common stock at an average exercise price of \$14.14 per share as of May 31, 2010. The number of shares of common stock issued and outstanding is subject to change between the date of adoption of this plan of Merger and its effective date due to the possible exercise of stock warrants or stock options. There are no shares of preferred stock outstanding. No other manner of change is anticipated by Neogen in its issued and outstanding common or preferred stock.
- D. Ideal has 100,000 shares of common stock issued and outstanding. These shares constitute its only class of stock. Ideal is authorized to issue a total of 1,000,000 shares of common stock. Ideal anticipates no change in its issued and outstanding common stock between the date of adoption of this Agreement and its Effective Date.
 - Neogen is the sole shareholder of Ideal.
 - F. The laws of the State of Michigan permit the merger of Ideal into Neogen.
- G. It is in the best interest of each of the Constituent Corporations to enter into this Agreement with the result that Neogen will be the surviving corporation.

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The parties agree as follows:

- The names of the Constituent Corporations are Neogen Corporation, a Michigan corporation, and Ideal Instruments, Inc., a Michigan corporation. The name of the surviving corporation is Neogen Corporation, a Michigan corporation.
- The designation and number of outstanding shares of capital stock of each of the Constituent Corporations are as follows:

| Name of Corporation | Number and Designation of Outstanding Shares as of May 31, 2010 in each Class or Series | Class or Series Entitled to Vote or Vote as Class |
|---------------------|--|---|
| Neogen | 22,732,000 ⁻ | Common |
| Neogen | 0 | Preferred |
| Ideal | 100,000 | Common |

The shareholders of each of the Constituent Corporations are not required to vote on the Agreement and Plan of Merger. The board of Ideal is not required to vote on the Agreement and Plan of Merger.

- The merger shall be effective when the Certificate of Merger filed with the Department of Energy, Labor & Economic Growth of the State of Michigan is accepted by that office.
 - The terms and conditions of the proposed merger are as follows:
- Upon the date that the merger becomes effective ("Effective (a) Date");
 - (i) Ideal shall be merged into Neogen.
- The shares of capital stock of Neogen shall be unaffected by (ii) the merger.
- All outstanding shares of Ideal shall be canceled without (iii) consideration.
- The Articles of Incorporation and the Bylaws of Neogen, as (iv) in effect on the Effective Date, shall continue without change in full force and effect as the Articles of Incorporation and Bylaws of Neogen, the surviving corporation.

- (v) The directors of Neogen shall continue until the earlier of their death, resignation or removal or until their respective successors are duly elected and qualified, as the case may be. The officers of Neogen shall continue until the earlier of their death, resignation or removal or until their respective successors are duly elected and qualified, as the case may be.
- (b) On the Effective Date, title to all property and rights (including but not limited to all intellectual property listed on attached Exhibit A, contract rights and bank accounts) owned by Ideal shall be vested in Neogen without any reversion or impairment.
- (c) On the Effective Date, Neogen has all liabilities of Neogen and Ideal.
- (d) On the Effective Date, Neogen may use the corporate name and any assumed names of Ideal and Neogen, subject to compliance with Michigan law.
- 5. This Agreement has been approved and adopted by the board of director of Neogen pursuant to Michigan law on October 7, 2010.
- 6. The executed Agreement is on file at Neogen's registered office at 620 Lesher Place, Lansing, Michigan 48912.
- 7. Neogen will furnish a copy of the Agreement, on request and without cost, to any shareholder of a Constituent Corporation.
- 8. After the Effective Date of the merger, Neogen may determine that further assignments or assurances or any other acts are necessary or desirable to vest in Neogen its rights to the assets of Ideal acquired by Neogen as a result of the merger, or to otherwise carry out the purposes of this Agreement. Ideal grants to Neogen an irrevocable power of attorney to execute and deliver any document and to take any action necessary or convenient to accomplish this purpose. The proper officers and directors of Neogen shall be fully authorized in the name of Ideal to take any action contemplated by this Agreement.

The parties signed this Agreement on the date first stated above.

Neogen Corporation, a Michigan corporation

Ideal Instruments, Inc., a Michigan corporation

on M. Bohannon, President

James L. Herbert, President

M:\Clients\Neogen\Ideal Instruments\Merger into Neogen\Certificate\9-9-10 Agm and Plan of Merger.doc

EXHIBIT A

PATENT - (all fees 2, 6 Re-exam Certificate Issued PATENT - (all fees PATENT - (all fees PATENT - (all fees PATENT - (all fees 22, PATENT – (all fees PATENT – (all fees year due June July year due . 2012 PATENT PATENT Status paid) paid) paid) paid) paid) 2014 paid) paid) Pellet þ Fed Grip Heavy Retractable Pellet Implanter Implanter Back-Fill Apparatus Automatic Clip Vaccinator Device Back Fill Syringe Carrier Improved Pistol (Cont. of 4.1-9) Carrier Fed Duty Needle Detectable Apparatus Improved Implanter Apparatus Improved **Implanter** Improved Syringe Syringe Pellet Pellet Pellet Title Inventor(s) Prindle Prindle Prindle Stewart Stewart Rusnak Prindle Prindle Prindle Kelm Kelm Nov. 16, 2000 Dec. 3, 2002 Jul 8, 2002 Feb. 22, 2005 Apr. 25, 1986 Aug. 18, 1987 Aug. 16, 1988 Nov. 23, 2004 Sep. 19, 1986 Apr. 19, 1988 Sep. 28, 1987 May 31, 1988 Dec. 29, 1987 Apr. 20, 1987 Apr. 21, 1992 Sep. 15, 1992 Jul. 18, 2003 fan, 29, 1991 Jan. 23, 1991 Jun. 24, 1991 Filing Date Issue Date 09/714,041 6,488,668 906,858/908 07/232,693 90/006,719 10/191,147 Patent No. 06/909,481 756,650/70 07/644,531 07/101,431 166,617/70 Serial No. 4,738,664 4,747,834 4,687,465 4,988,335 5,106,370 4,715,853 5,147,295 6,858,020 Re-Case No. 4.1-10 4,1-12 4.1-12 4.1 - 154.1-2 4.1-4 4.1-5 4.1-9 exam 4.1-8 4.1-1

IDEAL INSTRUMENTS - Active U.S. Cases

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TRADEMARK

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IDEAL INSTRUMENTS - Active U.S. Cases

| Case No. | Serial No. | Filing Date | Inventor(s) | Title | Status |
|----------|------------|--------------|-------------|------------------|----------------------|
| | Fatent No. | Issue Date | | | |
| 4.1-16 | 10/215,122 | Aug. 8, 2002 | Prindle | Detectable Heavy | Heavy PATENT - 7 1/2 |
| | 6,960,196 | Nov. 1, 2005 | | Duty Needle | year due May 1, |
| | | | • | (Cont of 4.1-12) | 2013 |
| 4.1-17 | 10/215,339 | Aug. 8, 2002 | Prindle | Detectable Heavy | Pending |
| | | | | Duty Needle | |
| | | | | (Div. of 4.1-12) | |

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IDEAL INSTRUMENTS - Active FOREIGN Cases

| Case No. | Serial No. | Filing Date | Inventor(s) Title | Title | | Status |
|-------------|------------|---------------|-------------------|--------------|-------|-------------------------|
| | Patent No. | Issue Date | | | | |
| 4.2-12 | 1954993.0 | Jul. 27, 2001 | Prindle | H etectable | teavy | Heavy Pending - annuity |
| EPC | | | | Duty Needle | | due July 27, 2011 |
| 4.2-12 | 2001277204 | Jul. 27, 2001 | Prindle | Detectable H | leavy | Heavy PATENT annuity |
| Australia | 2001277204 | May 6, 2004 | | Duty Needle | | due July 27, 2011 |
| 4.2-12 | 2,416,723 | Jul. 27, 2001 | Prindle | Detectable H | leavy | Heavy PATENT - annuity |
| Canada | 2,416,723 | Aug. 28, 2007 | | Duty Needle | | due July 27, 2011 |
| 4.2-12 | 523570 | Jul. 27, 2001 | Prindle | Detectable H | feavy | Heavy PATENT - annuity |
| New Zealand | 523570 | Jan. 13, 2005 | | Duty Needle | | due July 27, 2011 |

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IDEAL INSTRUMENTS – Active U.S. Design Cases

| Case No. | Serial No. | Filing Date Issue Date | uventor(s) | Title | Status | |
|----------|------------|---------------------------|------------|-----------------------------|---------------|--|
| 4.6-1 | | Mar. 20, 1987 K | Kelm | Bottle Basket for | PATENT | |
| | | Sept. 26, 1989 | Prindle | Dispensing Injectable Fluid | | |
| 4.6-2 | 07/160,090 | Feb. 25, 1988 | Prindle | Veterinary Pellet | Pellet PATENT | |
| | D319,697 | Sept. 3, 1991 | Kelm | Implanter | | |
| 4.6-4 | ٥ | Jul. 11, 2001 Rusnak | Rusnak | evice | PATENT | |
| | D457,826 | May 28, 2002 | | | - | |

11/04/2010 9:51AM **TRADEMARK** REEL: 004463 FRAME: 0314

IDEAL INSTRUMENTS - Active U.S. Trademark Cases

| Case No. | Serial No. | Filing Date | Mark | Status |
|----------|------------|---------------|-------------|----------------------|
| | Reg. No. | Reg. Date | | |
| 4.3-1 | 73/168,514 | May 1, 1978 | ELECTROJAC | Registered - Renewal |
| | 1,123,657 | Aug. 7, 1979 | | due Aug. 7, 2019 |
| 4.3-2 | 73/180,801 | Aug. 3, 1978 | IDEAL | Registered - Renewal |
| | 1,199,439 | June 19, 1982 | | due June 19, 2012 |
| 4.3-6 | 74/120,141 | | DR. FRANK'S | Registered - Renewal |
| | 1,687,738 | May 19, 1992 | | due May 19, 2012 |

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IDEAL INSTRUMENTS - Active Foreign Trademark Cases

| Case No. | Serial No. Reg. No. | Filing Date Reg. Date | Mark | Status |
|----------|------------------------|--------------------------|-------------|----------------------|
| 4.4-6 | 695,832 | Dec. 20, 1991 | DR. FRANK'S | Registered - Renewal |
| | 408,513 | Feb. 19, 1993 | | due Feb. 19, 2023 |

11/04/2010 9:51AM **TRADEMARK**

FAXCOM

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the MERGER DOCUMENT

for

IDEAL INSTRUMENTS, INC.

ID NUMBER: 225483

received by facsimile transmission on November 4, 2010 is hereby endorsed Filed on November 8, 2010 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 8TH day of November, 2010.

TRADEMARK REEL: 004463 FRAME: 031

| 3CS/CD-551 (Rev. 05/10) | | |
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| MICHIGA | IN DEPARTMENT OF ENERG BUREAU OF COMMERCIA | GY, LABOR & ECONOMIC GROWTH |
| Date Received | (FOR BUREAU USE ONL | |
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| | effective on the date filed, unless a ve date within 90 days after received | |
| date is stated in th | e document. | |
| Name | | |
| Richard C. Lowe, Lowe | Law Firm, PC. | |
| Address 2375 Woodlake Drive, Su | iite 380 | |
| | tate ZIP Code | - |
| Okemos | MI 48864 | EFFECTIVE DATE: |
| € Document will be returned to the name | ne and address you enter above. | Expiration date for new assumed names: December 31, |
| If left blank document will be ma | iled to the registered office. | Expiration date for transferred assumed names appear in Item 6 |
| Certificate: a. The name of each constituent | corporation and its identification | on number is: |
| Neogen Corporation | | 059092 |
| Ideal Instruments, Inc. | , | 225483 |
| | , . | |
| b. The name of the surviving corp | oration and its identification n | umber is: |
| Neogen Corporation | | 059092 |
| Meoger Corporation | | 00002 |
| | | |
| c. For each subsidiary corporatio | n, state: | |
| Name of corporation | Number of outs shares in each | |
| Ideal Instruments, Inc. | 100,000 | 100,000 |
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11/04/2010 9:51AM **TRADEMARK**

| d. The manner and basis of converting the shares of each constituent corporation | n is as follows: |
|--|---|
| All shares of Ideal shall be cancelled on the Effective Date | |
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| e. The amendments to the Articles or a Restatement of the Articles of Incorporat | tion of the surviving corporation to be |
| effected by the merger are as follows: | error or any detailed del betagen to ne |
| Not Applicable | |
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| f Other provisions with remark to the manual to | |
| f. Other provisions with respect to the merger are as follows: | |
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| | |
| See attached Agreement and Plan of Merger. | |
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| 2. The merger is permitted by the state or country under whose law it is incorporated | and each foreign corporation has |
|---|----------------------------------|
| complied with that law in effecting the merger. | |

3. (Delete if not applicable) NOT APPLICABLE

The consent to the merger by the shareholders of the subsidiary corporation was obtained pursuant to its Articles of Incorporation. (Such consent is necessary if the Articles of Incorporation require approval of the merger by the vote of the holders of more than the percentage of the shares owned by the parent corporation.)

4. (Delete if not applicable) NOT APPLICABLE

The consent to the merger by the shareholders of the parent corporation was obtained. (Such consent is necessary if its Articles of Incorporation require shareholder approval of the merger, the plan of merger amends its Articles of Incorporation, or a subsidiary is to be the surviving corporation.)

| 5. (Complete only if an effective date is desired other t | han the date of filing. | The date must be no more than 90 days after |
|---|-------------------------|---|
| the receipt of this document in this office.) | | |

The merger shall be effective on the _____ day of ______

| Signed this 27 th day of October | 2010 |
|---|------|
| Neogen Corporation | - |
| (Name of parent corporation) | |
| By La Mohamman | |
| (Signature of an authorized officer or agent) | |
| Lon M. Bohannon, President | |

(Type or Print Name)

11/04/2010 9:51AM

TRADEMARK

Agreement and Plan of Merger

This Agreement and Plan of Merger ("Agreement") is made October $\frac{\sqrt{27}}{2010}$, pursuant to Section 711 of the Michigan Business Corporation Act, as amended, and pertinent sections of the Internal Revenue Code of 1986, as amended ("IRC"), governing the tax-free merger of two or more corporations, by and between Neogen Corporation ("Neogen"), a Michigan corporation, and Ideal Instruments, Inc. ("Ideal"), a Michigan corporation. Neogen and Ideal are collectively referred to as "Constituent Corporations" in this Agreement.

Recitals

- A. Neogen is a for-profit corporation organized under the laws of the State of Michigan, its Articles of Incorporation having been filed in the office of the Department of Energy Labor & Economic Growth of the State of Michigan on June 30, 1981.
- B. Ideal is a for-profit corporation organized under the laws of the State of Michigan, its Articles of Incorporation having been filed in the office of the Department of Energy Labor & Economic Growth of the State of Michigan on April 26, 1985.
- C. Neogen has 22,732,000 shares of common stock issued and outstanding as of May 31, 2010. Neogen has no shares of preferred stock issued and outstanding. Neogen is authorized to issue a total of 30,000,000 shares of common stock and 100,000 shares of preferred stock. Neogen has issued and outstanding 29,000 warrants to purchase its common stock at an average exercise price of \$8.48 per share as of May 31, 2010. Neogen has issued and outstanding options to purchase 1,998,000 shares of its common stock at an average exercise price of \$14.14 per share as of May 31, 2010. The number of shares of common stock issued and outstanding is subject to change between the date of adoption of this plan of Merger and its effective date due to the possible exercise of stock warrants or stock options. There are no shares of preferred stock outstanding. No other manner of change is anticipated by Neogen in its issued and outstanding common or preferred stock.
- D. Ideal has 100,000 shares of common stock issued and outstanding. These shares constitute its only class of stock. Ideal is authorized to issue a total of 1,000,000 shares of common stock. Ideal anticipates no change in its issued and outstanding common stock between the date of adoption of this Agreement and its Effective Date.
 - Neogen is the sole shareholder of Ideal.
 - F. The laws of the State of Michigan permit the merger of Ideal into Neogen.
- G. It is in the best interest of each of the Constituent Corporations to enter into this Agreement with the result that Neogen will be the surviving corporation.

11/04/2010 9:51AM

The parties agree as follows:

- 1. The names of the Constituent Corporations are **Neogen Corporation**, a Michigan corporation, and **Ideal Instruments**, **Inc.**, a Michigan corporation. The name of the surviving corporation is **Neogen Corporation**, a Michigan corporation.
- 2. The designation and number of outstanding shares of capital stock of each of the Constituent Corporations are as follows:

| Name of Corporation | Number and Designation of Outstanding Shares as of May 31, 2010 in each Class or Series | Class or Series Entitled to Vote or Vote as Class |
|---------------------|--|---|
| Neogen | 22,732,000 | Common |
| Neogen | 0 | Preferred |
| ldeal | 100,000 | Common |

The shareholders of each of the Constituent Corporations are not required to vote on the Agreement and Plan of Merger. The board of Ideal is not required to vote on the Agreement and Plan of Merger.

- 3. The merger shall be effective when the Certificate of Merger filed with the Department of Energy, Labor & Economic Growth of the State of Michigan is accepted by that office.
 - 4. The terms and conditions of the proposed merger are as follows:
- (a) Upon the date that the merger becomes effective ("Effective Date");
 - (i) Ideal shall be merged into Neogen.
- (ii) The shares of capital stock of Neogen shall be unaffected by the merger.
- (iii) All outstanding shares of Ideal shall be canceled without consideration.
- (iv) The Articles of Incorporation and the Bylaws of Neogen, as in effect on the Effective Date, shall continue without change in full force and effect as the Articles of Incorporation and Bylaws of Neogen, the surviving corporation.

- (v) The directors of Neogen shall continue until the earlier of their death, resignation or removal or until their respective successors are duly elected and qualified, as the case may be. The officers of Neogen shall continue until the earlier of their death, resignation or removal or until their respective successors are duly elected and qualified, as the case may be.
- (b) On the Effective Date, title to all property and rights (including but not limited to all intellectual property listed on attached Exhibit A, contract rights and bank accounts) owned by Ideal shall be vested in Neogen without any reversion or impairment.
- (c) On the Effective Date, Neogen has all liabilities of Neogen and Ideal.
- (d) On the Effective Date, Neogen may use the corporate name and any assumed names of ideal and Neogen, subject to compliance with Michigan law.
- 5. This Agreement has been approved and adopted by the board of director of Neogen pursuant to Michigan law on October 7, 2010.
- 6. The executed Agreement is on file at Neogen's registered office at 620 Lesher Place, Lansing, Michigan 48912.
- 7. Neogen will furnish a copy of the Agreement, on request and without cost, to any shareholder of a Constituent Corporation.
- 8. After the Effective Date of the merger, Neogen may determine that further assignments or assurances or any other acts are necessary or desirable to vest in Neogen its rights to the assets of Ideal acquired by Neogen as a result of the merger, or to otherwise carry out the purposes of this Agreement. Ideal grants to Neogen an irrevocable power of attorney to execute and deliver any document and to take any action necessary or convenient to accomplish this purpose. The proper officers and directors of Neogen shall be fully authorized in the name of Ideal to take any action contemplated by this Agreement.

The parties signed this Agreement on the date first stated above.

Neogen Corporation, a Michigan corporation

Ideal Instruments, Inc., a Michigan corporation

on M. Bohannon, President

James L. Herbert, President

M:\Clients\Neogen\Ideal Instruments\Merger into Neogen\Certificate\9-9-10 Agm and Plan of Merger.doc

EXHIBIT A

| Case No. | Serial No. | Filing Date | Inventor(s) | Title | Status |
|------------|------------|---------------|-------------|---|----------------------------------|
| | Patent No. | Issue Date | | | |
| 4.1-1 | 806,258/90 | Apr. 25, 1986 | Prindle | Automatic Clip or | or PATENT - (all fees |
| | 4,687,465 | Aug. 18, 1987 | Kelm | Pellet Carrier Fed paid) | paid) |
| | | | | Pellet implanter | |
| | | | | Apparatus | |
| 4.1-2 | 06/909,481 | Sep. 19, 1986 | Prindle | Back Fill Syringe | PATENT - (all fees |
| | 4,715,853 | Dec. 29, 1987 | | | paid) |
| 4.1.4 | 756,650/70 | Apr. 20, 1987 | Prindle | Improved Pistol Grip PATENT - (all fees | PATENT - (all fees |
| | 4,738,664 | Apr. 19, 1988 | | Syringe | paid) |
| 4.1-5 | 07/101,431 | Sep. 28, 1987 | Prindle | P | Back-Fill PATENT - (all fees |
| - | 4,747,834 | May 31, 1988 | | Syringe | paid) |
| 4.1-8 | 07/232,693 | Aug. 16, 1988 | Prindle | Pellet Implanter | Implanter PATENT - (all fees |
| | 4,988,335 | Jan. 29, 1991 | Kelm | Apparatus | paid) |
| 4.1-9 | 07/644,531 | Jan. 23, 1991 | Stewart | Improved Retractable | Retractable PATENT - (all fees |
| | 5,147,295 | Sep. 15, 1992 | | Implanter | paid) |
| 4.1-10 | 07/719,391 | Jun. 24, 1991 | Stewart | Improved Pellet | Pellet PATENT - (all fees |
| | 5,106,370 | Apr. 21, 1992 | | Carrier Fed Pellet | paid) |
| | | | | Implanter Apparatus | |
| 4.1-12 | 09/714,041 | Nov. 16, 2000 | Prindle | Detectable Heavy | PATENT - 11 1/2 |
| | 6,488,668 | Dec. 3, 2002 | | Duty Needle | year due June |
| 4.1-12 Re- | 90/006.719 | Jul. 18. 2003 | | | 2014 |
| | | Nov. 23, 2004 | | | Re-exam Certificate |
| | | | | | Issued |
| 4.1-15 | 10/191,147 | Jul 8, 2002 | Rusnak | Vaccinator Device | PATENT - 7 1/2 |
| | 6,858,020 | Feb. 22, 2005 | | | year due July 22, 2012 |

IDEAL INSTRUMENTS - Active U.S. Cases

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IDEAL INSTRUMENTS - Active U.S. Cases

| Case No. | Serial No. Patent No. | Filing Date Issue Date | Inventor(s) | Title | <u>Status</u> | |
|----------|--------------------------|---------------------------|-------------|-------------------|----------------------|----|
| 4.1-16 | 10/215,122 | Aug. 8, 2002 | Prindle | Detectable Heavy | Heavy PATENT - 7 1/2 | 76 |
| | 6,960,196 | Nov. 1, 2005 | | Duty Needle | year due May | F(|
| | | | - | (Cont. of 4.1-12) | 2013 | ., |
| 4.1-17 | 10/215,339 | Aug. 8, 2002 | Prindle | Detectable Heavy | Heavy Pending | |
| | | | | Duty Needle | | |
| | | | | (Div. of 4.1-12) | | |

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IDEAL INSTRUMENTS - Active FOREIGN Cases

| Case No. | Serial No. | Filing Date | Inventor(s) | Title | | Status | |
|-------------|------------|---------------|-------------|--------------|------|-------------------------|---|
| | Patent No. | Issue Date | | | • | | |
| 1.2-12 | 1954993.0 | Jul. 27, 2001 | Prindle | Detectable H | eavy | Heavy Pending - annuity | |
| EPC | | | | Duty Needle | | due July 27, 2011 | - |
| 4.2-12 | 2001277204 | Jul. 27, 2001 | Prindle | Detectable H | eavy | Heavy PATENT annuity | |
| Australia | 2001277204 | May 6, 2004 | | Duty Needle | | due July 27, 2011 | |
| 4.2-12 | 2,416,723 | Jul. 27, 2001 | Prindle | Detectable H | eavy | Heavy PATENT - annuity | |
| Canada | 2,416,723 | Aug. 28, 2007 | | Duty Needle | | due July 27, 2011 | |
| 4.2-12 | 523570 | Jul. 27, 2001 | Prindle | Detectable H | eavy | Heavy PATENT - annuity | |
| New Zealand | 523570 | Jan. 13, 2005 | | Duty Needle | | due July 27, 2011 | |

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IDEAL INSTRUMENTS - Active U.S. Design Cases

| Case No. | Serial No. Patent No. | | Inventor(s) Title | Title | Status |
|----------|--------------------------|----------------|-------------------|-----------------------|---------------|
| 4.6-1 | 07/028,331 | Mar. 20, 1987 | Kelm | Bottle Basket for | for PATENT |
| - | D303,713 | Sept. 26, 1989 | Prindle | Dispensing Injectable | |
| | | | | Fluid | |
| 4.6-2 | 07/160,090 | Feb. 25, 1988 | Prindle | Veterinary Pellet | Pellet PATENT |
| | D319,697 | Sept. 3, 1991 | Kelm | Implanter | |
| 4.6-4 | 29/144,859 | Jul.11, 2001 | Rusnak | Metering Device | PATENT |
| | D457,826 | May 28, 2002 | , | | |

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IDEAL INSTRUMENTS - Active U.S. Trademark Cases

| Case No. | Serial No. | Filing Date | Mark | Status |
|----------|------------|---------------|-------------|----------------------|
| | Reg. No. | Reg. Date | | |
| 4.3-1 | 73/168,514 | May 1, 1978 | ELECTROJAC | Registered - Renewal |
| : | 1,123,657 | Aug. 7, 1979 | | due Aug. 7, 2019 |
| 4.3-2 | 73/180,801 | Aug. 3, 1978 | IDEAL | Registered - Renewal |
| | 1,199,439 | June 19, 1982 | | due June 19, 2012 |
| 4.3-6 | 74/120,141 | Dec. 3, 1990 | DR. FRANK'S | Registered - Renewal |
| | 1,687,738 | May 19, 1992 | | due May 19, 2012 |

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IDEAL INSTRUMENTS - Active Foreign Trademark Cases

| Case No. | Serial No. Reg. No. | Filing Date Reg. Date | Mark | Status |
|----------|------------------------|--------------------------------|-------------|---|
| 4.4-6 | 695,832 408,513 | Dec. 20, 1991 Feb. 19, 1993 | DR. FRANK'S | Registered – Renewal due Feb. 19, 2023 |

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