

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	09/28/2009		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
TNCO, Inc.		09/28/2009	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
Name:	Symmetry Medical New Bedford, LLC		
Street Address:	61 John Vertente Blvd		
City:	New Bedford		
State/Country:	MASSACHUSETTS		
Postal Code:	02745		
Entity Type:	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3484913	ACCESS SURGICAL INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(603)668-8567		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6036681400		
Email:	tsullivan@hayes-soloway.com		
Correspondent Name:	Todd A. Sullivan		
Address Line 1:	Hayes Soloway PC		
Address Line 2:	175 Canal Street		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
ATTORNEY DOCKET NUMBER:	SYMMETRY 10.08		
NAME OF SUBMITTER:	Todd A. Sullivan		

OP \$40.00 3484913

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**TRADEMARK**  
 REEL: 004467 FRAME: 0267

Signature:	/todd a. sullivan/
Date:	02/03/2011
Total Attachments: 9 source=TNCO merger#page1.tif source=TNCO merger#page2.tif source=TNCO merger#page3.tif source=TNCO merger#page4.tif source=TNCO merger#page5.tif source=TNCO merger#page6.tif source=TNCO merger#page7.tif source=TNCO merger#page8.tif source=TNCO merger#page9.tif	

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# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Merger

FORM MUST BE TYPED

### Involving Domestic Corporations, Foreign Corporations or Foreign Other Entities (General Laws Chapter 156D, Section 11.06; 950 CMR 113.37)

Exact name, jurisdiction and date of organization of each party to the merger:

(1) EXACT NAME	(2) JURISDICTION	DATE OF ORGANIZATION
TNCO, Inc. <u>0432009</u>	Massachusetts	9/28/1964
Symmetry Medical New Bedford, LLC	Delaware <u>000969168</u>	7/19/2007

(3) The foreign corporation or other entity  is /  is not\* authorized to conduct business in the Commonwealth.

(4) Exact name of the surviving entity: TNCO, Inc.

(5) Jurisdiction under the laws of which the surviving entity will be organized: Massachusetts

(6) The merger shall be effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date and time of filing is specified: October 14, 2009

(7-8) For each domestic corporation that is a party to the merger:\*\*

(check appropriate box)

The plan of merger was duly approved by the shareholders, and where required, by each separate voting group as provided by G.L. Chapter 156D and the articles of organization.

OR

The plan of merger did not require the approval of the shareholders.

(9) Participation of each other domestic entity, foreign corporation, or foreign other entity was duly authorized by the law under which the other entity or foreign corporation is organized and by its organizational documents.

\* Check appropriate box

\*\* Provide this information for each domestic corporation separately

9

(10) Attach any amendment to articles of organization of the surviving entity, where the survivor is a domestic business corporation.

See attached

(11) Attach the articles of organization of the surviving entity, where the survivor is a NEW domestic business corporation, including all the supplemental information required by 950 CMR 113.16.

(12) State the executive office address of the surviving foreign other entity if such information is not on the public record in the foreign jurisdiction: N/A

*(number, street, city or town, state, zip code)*

**Amendment to TNCO, Inc.**  
**Articles of Incorporation**

On and after the Effective Time of the Merger, the **Articles of Incorporation** of the Surviving Company, as in effect immediately prior to the Effective Time, shall be amended as follows:

1. The name of the Corporation shall be changed to: **Symmetry Medical New Bedford, Inc.**

Said **Articles of Incorporation**, as amended, shall constitute the **Articles of Incorporation** of the Surviving Company (the "Surviving Articles") and shall not be amended in any other respect by reason of this Merger Agreement, but shall remain subject to amendment by the Surviving Company in accordance with the applicable laws of the State of Massachusetts and the Surviving Articles.

Signed by:  **Fred L. Hite**  
*(signature of authorized individual)*

- Chairman of the board of directors,
- President,
- Other officer, **Vice President, TNC0, Inc.**
- Court-appointed fiduciary,

on this 29 day of September, 2009

Signed by:  **Fred L. Hite**  
*(signature of authorized individual)*

- Chairman of the board of directors,
- President,
- Other officer, **Vice President, TNC0, Inc. (Sole member of Symmetry Medical New Bedford, LLC)**
- Court-appointed fiduciary,

on this 29 day of September, 2009

**AGREEMENT AND PLAN OF MERGER  
OF  
SYMMETRY MEDICAL NEW BEDFORD, LLC (DE)  
WITH AND INTO  
TNCO, INC. (MA)**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Merger Agreement") dated effective the 5th day of October, 2009, is by and between TNCO, INC., a Massachusetts corporation (the "Surviving Company"), and SYMMETRY MEDICAL NEW BEDFORD, LLC, a Delaware limited liability company (the "Merging Company") (together with the Surviving Company, the "Constituent Entities"), and is entered into pursuant to the provisions of Title 6, Chapter 18, Section 209 of the Delaware Code (the "Delaware Merger Provisions") and Section 11.02 of Chapter 156D of the Massachusetts General Laws (the "Massachusetts Merger Provisions").

**RECITALS**

**WHEREAS**, the Merging Company is a member-managed limited liability company duly organized and existing under the laws of the State of Delaware; and

**WHEREAS**, the Surviving Company is a corporation duly organized and existing under the laws of the State of Massachusetts; and

**WHEREAS**, the sole shareholder of the Surviving Company and the sole member of the Merging Company desire for the Merging Company to be merged with and into the Surviving Company to simplify the operating structure of the parties; and

**WHEREAS**, the sole shareholder of the Surviving Company and the sole member of the Merging Company have determined that it is advisable and in the best interests of the Constituent Entities that the Merging Company be merged with and into the Surviving Company upon the terms and subject to the conditions set forth in this Merger Agreement and in accordance with the applicable laws of the State of Delaware and the State of Massachusetts; and

**WHEREAS**, the sole shareholder of the Surviving Company and the sole member of the Merging Company have approved and adopted this Merger Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and for the purpose of setting forth the terms, conditions and method of effecting the Merger (defined below), the Constituent Entities hereby agree as follows:

**ARTICLE I**

**The Merger and Its Effective Time**

*Section 1.01. The Merger.* The Merging Company shall be merged with and into the Surviving Company in accordance with the applicable laws of the State of Delaware and the State of Massachusetts (the "Merger").

**Section 1.02. Effective Time.** The effective time and date of the Merger shall be 12:00 a.m. Eastern Standard Time on October 1, 2009 (the "Effective Time").

**Section 1.03. Survival of the Merger.** At the Effective Time, the separate existence of the Merging Company shall cease and the Surviving Company shall survive the Merger and continue to be a Massachusetts corporation.

## **ARTICLE 2** **Articles of Organization**

On and after the Effective Time, the **Articles of Incorporation** of the Surviving Company, as in effect immediately prior to the Effective Time, shall be amended as follows:

1. The name of the Surviving Company shall be changed to: **Symmetry Medical New Bedford, Inc.**
2. The address of the Surviving Company shall be: 61 John Vertente Blvd. New Bedford, MA 02745

Said **Articles of Incorporation**, as amended, shall constitute the **Articles of Incorporation** of the Surviving Company (the "Surviving Articles") and shall not be amended in any other respect by reason of this Merger Agreement, but shall remain subject to amendment by the Surviving Company in accordance with the applicable laws of the State of Massachusetts and the Surviving Articles.

## **ARTICLE 3** **Manner of Converting and Canceling Equity Units**

**Section 3.01. Cancellation of Equity Units of Merging Company.** At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities, all equity units of the Merging Company shall automatically and by operation of law be canceled, and all certificates evidencing ownership of such equity units of the Merging Company, if any, shall be surrendered and canceled and thereafter shall be void and of no effect.

**Section 3.02. Issuance of Shares of the Surviving Company.** At the Effective Time, by virtue of the Merger and without any action on the part of the Constituent Entities, given that the Surviving Company was the sole member of the Merging Company, there will not be an issuance of Shares of the Surviving Company.

## **ARTICLE 4** **Rights**

From and after the Effective Time, the Surviving Company shall, without further transfer, succeed to and thereafter possess and enjoy all the public and private rights, privileges, immunities and franchises, and be subject to all the public and private restrictions, contracts, liabilities and duties, of each of the Constituent Entities; all property (real, personal and mixed)



of, all debts (on whatever account) due to, and all things in action and each and every other interest of or belonging or due to, each of the Constituent Entities shall be taken by and deemed to be transferred to and vested in the Surviving Company without further act, deed or other instrument to the fullest extent provided in the Delaware Merger Provisions and the Massachusetts Merger Provisions; and the title to any real estate or any interest therein, vested by deed or otherwise in either of the Constituent Entities, shall not revert or be in any way impaired by reason of the Merger.

**ARTICLE 5**  
**Liabilities**

From and after the Effective Time, all rights of creditors and all liens (if any) upon the property of either of the Constituent Entities shall be preserved unimpaired by the Merger; all debts, liabilities, obligations and duties (collectively, "Obligations") of either of the Constituent Entities shall become the responsibility and liability of the Surviving Company and may be enforced against it to the same extent as if such Obligations had been incurred or contracted by it; and any claim existing or action or proceeding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Company may be substituted in place of the Merging Company in such action or proceeding.

**ARTICLE 6**  
**Company Acts**

From and after the Effective Time, all Company acts, plans, policies, arrangements, approvals and authorizations (collectively, "Company Acts") of the Merging Company, its member, employees and agents that were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the Company Acts of the Surviving Company.

**ARTICLE 7**  
**Further Documents**

If, at any time prior to the Effective time, the Surviving Company shall consider or be advised that any further assignment, conveyance, assurance or other action is necessary or desirable to vest in the Surviving Company the title to any property or right of the Merging Company or otherwise to carry out the purposes of the Merger, the Manager, or, its member, as required, of the Merging Company shall execute and make all such proper assignments or assurances and take such other actions; and the sole member of the Surviving Company is hereby authorized, in the name and on behalf of the Merging Company or otherwise, to do any of the foregoing.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Surviving Company and the Merging Company have caused this Merger Agreement to be executed, effective as of the Effective Time, on the respective dates signed below.

**TNCO, INC.**

By: SYMMETRY MEDICAL USA, INC.

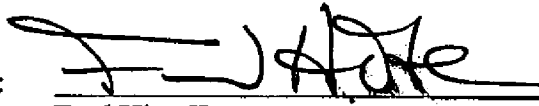
Date signed: 9/28/2009

By:   
Fred Hite, Chief Financial Officer

**SYMMETRY MEDICAL NEW BEDFORD, LLC**

By: TNCO, INC., sole member

Date signed: 9/28/2009

By:   
Fred Hite, Treasurer

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COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Merger Involving Domestic Corporations,  
Foreign Corporations or Foreign Other Entities  
(General Laws Chapter 156D, Section 11.06; 950 CMR 113.37)

I hereby certify that upon examination of these articles of merger, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 250 having been paid, said articles are deemed to have been filed with me this day of 09 20 09 at 12 02 a.m./p.m. 14  
time

Effective date: October 14 2009  
(must be within 90 days of date submitted)

*William Francis Galvin*

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

1096959

Filing fee: Minimum \$250

MP  
Examined  
RE  
Name approval

TO BE FILLED IN BY CORPORATION  
Contact Information:

OK  
#A.R.

Alisa J. Pearson, Esq.  
215 E. Berry Street  
Fort Wayne, IN 46802  
Telephone: 260-423-8932  
Email: ajp@barrettllaw.com

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SECRETARY OF THE  
COMMONWEALTH  
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CORPORATIONS DIV.