

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	MERGER														
EFFECTIVE DATE:	08/28/2012														
CONVEYING PARTY DATA															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Performance Health, Inc.</td> <td></td> <td>08/28/2012</td> <td>CORPORATION: PENNSYLVANIA</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Performance Health, Inc.		08/28/2012	CORPORATION: PENNSYLVANIA				
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Performance Health, Inc.		08/28/2012	CORPORATION: PENNSYLVANIA												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>Performance Health, LLC</td> </tr> <tr> <td>Street Address:</td> <td>1245 Home Avenue</td> </tr> <tr> <td>City:</td> <td>Akron</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>44310</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>				Name:	Performance Health, LLC	Street Address:	1245 Home Avenue	City:	Akron	State/Country:	OHIO	Postal Code:	44310	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE
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PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>4143192</td> <td></td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Registration Number:	4143192							
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Registration Number:	4143192														
CORRESPONDENCE DATA															
<p>Fax Number: 2168617818</p> <p><i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 216-861-7818</p> <p>Email: clevelandip@bakerlaw.com</p> <p>Correspondent Name: Christina J. Moser</p> <p>Address Line 1: 1900 East 9th Street, Suite 3200</p> <p>Address Line 4: Cleveland, OHIO 44114</p>															
ATTORNEY DOCKET NUMBER:	059990.000001														
NAME OF SUBMITTER:	Christina J. Moser														
Signature:	/Christina J. Moser/														

Date:

10/10/2012

Total Attachments: 7

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PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles/Certificate of Merger

(15 Pa.C.S.)

- Domestic Business Corporation (§ 1926)
 Domestic Nonprofit Corporation (§ 5926)
 Limited Partnership (§ 8547)

Name _____

Corporation Service Company
328591-015 KCU

Document will be returned to the name and address you enter to the left.



Commonwealth of Pennsylvania
ARTICLES OF MERGER-BUSINESS 8 Page(s)

Fee: \$150 plus \$40 additional for each Party in additional to two



In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:
Performance Health, LLC

2. Check and complete one of the following:

The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				County
c/o				

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation /limited partnership incorporated/formed under the laws of Delaware and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				County
c/o Corporation Service Company				Dauphin

The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of _____ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street	City	State	Zip
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2012 AUG 28 PM 12:30
PA DEPT OF STATE

3. The name and the address of the registered office in this Commonwealth or name of its commercial registered office provider and the county of venue of each other domestic business/nonprofit corporation/limited partnership and qualified foreign business/nonprofit corporation/limited partnership which is a party to the plan of merger are as follows:

Name	Registered Office Address	Commercial Registered Office Provider	County
	Performance Health, Inc. 1017 Boyd Road, Suite 100, Export, PA 15632		Westmoreland

4. Check, and if appropriate complete, one of the following:

The plan of merger shall be effective upon filing these Articles/Certificate of Merger in the Department of State.

The plan of merger shall be effective on: _____ at _____.

Date

Hour

5. The manner in which the plan of merger was adopted by each domestic corporation/limited partnership is as follows:

Name	Manner of Adoption
Performance Health, Inc. -	Adopted by the directors and shareholders pursuant to 15 Pa.C.S. § 1924(a)

6. Strike out this paragraph if no foreign corporation/limited partnership is a party to the merger.
 The plan was authorized, adopted or approved, as the case may be, by the foreign business/nonprofit corporation/limited partnership (or each of the foreign business/nonprofit corporations/limited partnerships) party to the plan in accordance with the laws of the jurisdiction in which it is incorporated/organized.

7. Check, and if appropriate complete, one of the following:

The plan of merger is set forth in full in Exhibit A attached hereto and made a part hereof.

Pursuant to 15 Pa.C.S. § 1901/§ 8547(b) (relating to omission of certain provisions from filed plans) the provisions, if any, of the plan of merger that amend or constitute the operative provisions of the Articles of Incorporation/Certificate of Limited Partnership of the surviving corporation/limited partnership as in effect subsequent to the effective date of the plan are set forth in full in Exhibit A attached hereto and made a party hereof. The full text of the plan of merger is on file at the principal place of business of the surviving corporation/limited partnership, the address of which is.

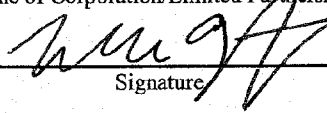
Number and street	City	State	Zip	County

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

28th day of August, 2012.

Performance Health, Inc.

Name of Corporation/Limited Partnership



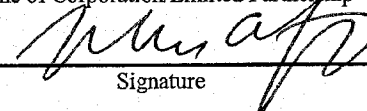
Signature

Vice President, Assistant Treasurer and Assistant Secretary

Title

Performance Health, LLC

Name of Corporation/Limited Partnership



Signature

Vice President, Assistant Treasurer and Assistant Secretary

Title

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of August 28, 2012, by and between Performance Health, Inc., a Pennsylvania corporation ("PH Inc."), and Performance Health, LLC, a Delaware limited liability company ("PH LLC").

WITNESSETH:

WHEREAS, the issued and outstanding capital stock of PH Inc. consists of 100 shares of Common Stock, no par value per share (the "PH Inc. Shares"), each being fully paid and nonassessable and held by The Hygenic Corporation, a Delaware corporation ("Parent");

WHEREAS, 100% of the issued and outstanding membership interests of PH LLC (the "PH LLC Membership Interests") are held by Parent;

WHEREAS, (i) Parent, as the sole shareholder of PH Inc., (ii) the Board of Directors of PH Inc., and (iii) Parent, as the sole and managing member of PH LLC, each deem it advisable and in the best interests of PH Inc. and PH LLC to consummate the merger, pursuant to the terms and subject to the conditions set forth herein and in accordance with Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and Section 1921 of the Pennsylvania Consolidated Statutes (the "PCS"), of PH Inc. with and into PH LLC, with PH LLC continuing as the surviving entity (the "Merger"); and

WHEREAS, Parent, as the sole shareholder of PH Inc., the Board of Directors of PH Inc., and Parent, as the sole and managing member of PH LLC, have by resolutions duly approved and adopted the provisions of this Agreement as the plan of merger required by Section 18-209 of the DLLCA and Section 1924 of the PCS.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

Effect of the Merger; Manner and Basis of Converting and Canceling Shares

Section 1.1 At the Effective Time (as hereinafter defined), PH Inc. shall be merged with and into PH LLC pursuant to Section 18-209 of the DLLCA and Section 1921 of the PCS, the separate existence of PH Inc. shall cease, and PH LLC shall continue as the surviving entity, all with the effects provided by applicable law. PH LLC, in its capacity as the surviving entity of the Merger, is hereinafter sometimes referred to as the "Surviving Entity."

Section 1.2 At the Effective Time, the PH Inc. Shares issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action by PH Inc. or PH LLC, automatically be canceled and retired and shall cease to exist, and no consideration shall be delivered or deliverable in respect thereof or in exchange therefore.

Section 1.3 The Merger will have the effects set forth in Section 18-209 of the DLLCA and Section 1929 of the PCS. At and after the Effective Time, all properties, rights, privileges and powers of PH Inc. will vest in the Surviving Entity and all debts, liabilities and obligations of PH Inc. will become debts, liabilities and obligations of the Surviving Corporation.

Section 1.4 The name of the Surviving Entity shall be "Performance Health, LLC". The address of the Surviving Entity's principal place of business shall be 1245 Home Avenue, Akron, OH 44310.

ARTICLE II

Effective Time

Section 2.1 An appropriate certificate of merger (the "Certificate of Merger") will be filed with the Secretary of State of Delaware in accordance with Section 18-209(c) of the DLLCA and appropriate articles of merger (the "Articles of Merger") will be filed with the Secretary of State of Pennsylvania in accordance with Section 1926 of the PCS.

Section 2.2 The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware and at such time as the Articles of Merger are duly filed with the Secretary of State of Pennsylvania or at such subsequent time as PH Inc. and PH LLC shall agree and shall specify in the Certificate of Merger and the Articles of Merger (the time at which the Merger becomes effective, the "Effective Time").

ARTICLE III

Certificate of Formation and Limited Liability Company Agreement; Member-Manager; Officers

Section 3.1 At the Effective Time, upon the filing of the Certificate of Merger and the Articles of Merger, the Certificate of Formation of PH LLC, as in effect at the Effective Time, shall be the Certificate of Formation of the Surviving Entity.

Section 3.2 At the Effective Time, upon the filing of the Certificate of Merger and the Articles of Merger, the Limited Liability Company Agreement of PH LLC, as in effect at the Effective Time, shall be the Limited Liability Company Agreement of the Surviving Entity.

Section 3.3 At the Effective Time, upon the filing of the Certificate of Merger and the Articles of Merger, the sole member-manager and the officers of PH LLC holding office immediately prior to the Effective Time shall be the sole member-manager and the officers respectively (holding the same positions as they held with PH LLC immediately prior to the Effective Time) of the Surviving Entity and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the Limited Liability Company Agreement of the Surviving Entity.

ARTICLE IV

Amendment and Termination

Section 4.1 At any time prior to the Effective Time, this Agreement may be amended, to the fullest extent permitted by applicable law, by an agreement in writing duly approved by the Board of Directors of PH Inc. and the sole member-manager of PH LLC.

Section 4.2 At any time prior to the Effective Time, this Agreement may be terminated and abandoned by the Board of Directors of PH Inc. or the sole member-manager of PH LLC.

ARTICLE V

Governing Law

Section 5.1 This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized, all as of the day and year first written above. This Agreement and Plan of Merger may be executed in one or more counterparts (including by means of portable document format or similar format by electronic mail), all of which taken together shall constitute one and the same instrument.

PERFORMANCE HEALTH, INC.

By: 

Name: Jeffrey Lipsitz

Its: Vice President, Assistant Treasurer and
Assistant Secretary

PERFORMANCE HEALTH, LLC

By: 

Name: Jeffrey Lipsitz

Its: Vice President, Assistant Treasurer and
Assistant Secretary