

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/29/2006		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Patterson Medical Products, Inc.		04/20/2006	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Patterson Medical Holdings, Inc.		
Street Address:	28100 Torch Parkway		
Internal Address:	Suite 700		
City:	Warrenville		
State/Country:	ILLINOIS		
Postal Code:	60555		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1898779	QUICKCAST	
Registration Number:	1947544	Q QUICKCAST	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6129778165		
Email:	ip@briggs.com		
Correspondent Name:	BRIGGS AND MORGAN, P.A.		
Address Line 1:	2200 IDS Center		
Address Line 2:	80 South 8th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	16018.528		
NAME OF SUBMITTER:	Audrey J. Babcock		
SIGNATURE:	/Audrey J. Babcock/		
DATE SIGNED:	08/05/2015		
Total Attachments: 23			

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Delaware

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "PATTERSON MEDICAL HOLDINGS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE TWENTY-SIXTH DAY OF MARCH, A.D. 2002, AT 12:30 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWELFTH DAY OF SEPTEMBER, A.D. 2003, AT 9:52 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "ABILITYONE PRODUCTS CORP." TO "PATTERSON MEDICAL HOLDINGS, INC.", FILED THE FIRST DAY OF MARCH, A.D. 2006, AT 6:23 O'CLOCK P.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE TWENTY-FIRST DAY OF APRIL, A.D. 2006, AT 1:39 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE TWENTY-NINTH DAY OF APRIL, A.D. 2006.


CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-FIRST DAY OF



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You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9179071

DATE: 11-23-11

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PAGE 2

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APRIL, A.D. 2009, AT 2:58 O'CLOCK P.M.



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A handwritten signature in black ink, appearing to read "JBullock", written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9179071

DATE: 11-23-11

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**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
ABILITYONE PRODUCTS CORP.**

AbilityOne Products Corp. (the "Corporation"), a corporation originally organized on August 25, 2000 and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify:

I. That the Board of Directors of the Corporation duly adopted, by unanimous written consent, a resolution setting forth the Amended and Restated Certificate of Incorporation as set forth below, declaring its adoption advisable and submitting it to the stockholders entitled to vote in respect thereof for their consideration.

II. That by written consent executed in accordance with Section 228 of the DGCL, the holders of all of the outstanding stock entitled to vote thereon, and the holders of all of the outstanding stock of each class entitled to vote thereon as a class, have voted in favor of the adoption of the Amended and Restated Certificate of Incorporation as set forth below.

III. That the Amended and Restated Certificate of Incorporation of the Corporation set forth below has been duly adopted and approved in accordance with Sections 242, 245 and 228 of the DGCL:

ARTICLE ONE

The name of the Corporation is AbilityOne Products Corp.

ARTICLE TWO

The address of the Corporation's registered office in the State of Delaware is 9 East Loockerman Street, in the City of Dover, County of Kent, 19901. The name of its registered agent at such address is National Registered Agents, Inc.

ARTICLE THREE

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE FOUR

The total number of shares of capital stock which the Corporation has authority to issue is 1,232,000 shares, consisting of:

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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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- (1) 525,000 shares of Class A Preferred Stock, par value \$.01 per share (the "Class A Preferred");
- (2) 7,000 shares of Class B Preferred Stock, par value \$.01 per share (the "Class B Preferred"); and
- (3) 700,000 shares of common stock, par value \$.01 per share (the "Common Stock").

The Class A Preferred and Class B Preferred are referred to collectively as the "Preferred Stock," and the Preferred Stock and the Common Stock are referred to collectively as the "Capital Stock." The Capital Stock shall have the rights, preferences and limitations set forth below.

Capitalized terms used but not otherwise defined in this Article Four shall have the meanings ascribed to such terms below:

"Event of Bankruptcy" means any occurrence where: the Corporation or any material Subsidiary makes an assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due; or an order, judgment or decree is entered adjudicating the Corporation or any material Subsidiary bankrupt or insolvent; or any order for relief with respect to the Corporation or any material Subsidiary is entered under the Federal Bankruptcy Code; or the Corporation or any material Subsidiary petitions or applies to any tribunal for the appointment of a custodian, trustee, receiver or liquidator of the Corporation or any material Subsidiary or of any substantial part of the assets of the Corporation or any material Subsidiary, or commences any proceeding (other than a proceeding for the voluntary liquidation and dissolution of the Corporation or any material Subsidiary) relating to the Corporation or any material Subsidiary under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction; or any such petition or application is filed, or any such proceeding is commenced, against the Corporation or any material Subsidiary and either (a) the Corporation or any such material Subsidiary by any act indicates its approval thereof, consent thereto or acquiescence therein or (b) such petition, application or proceeding is not dismissed within sixty (60) days.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, other business organization or a governmental entity or any department, agency or political subdivision thereof.

"Preferred Share Liquidation Value" with respect to any share of Preferred Stock as of any particular date shall equal \$100.

"Redemption Date" as to any share of Capital Stock means the date specified in the notice of any redemption at the Corporation's option or at the holder's option or the applicable date specified herein in the case of any other redemption; provided that no such date

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shall be a Redemption Date unless the Preferred Share Liquidation Value of such share (plus all accrued and unpaid dividends thereon) is actually paid in full on such date, and if not so paid in full, the Redemption Date shall be the date on which such amount is fully paid.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of the gains or losses of such limited liability company, partnership, association or other business entity or shall be or control the managing general partner or managing member of such limited liability company, partnership, association or other business entity.

Part A. Terms Applicable to the Preferred Stock.

SECTION 1. Dividends.

1A. General Obligation. When and as declared by the Corporation’s Board of Directors and to the extent permitted under the DGCL, the Corporation shall pay preferential dividends in cash to the holders of the Preferred Stock as provided in this Section 1. Dividends on each share of the Preferred Stock (a “Preferred Share”) shall accrue on a daily basis at the rate of 12.0% per annum of the Preferred Share Liquidation Value plus all accumulated and unpaid dividends thereon (dividends to accrue on accumulated and unpaid dividends from each Preferred Dividend Reference Date (as defined below)) from and including the date of issuance of such Preferred Share to and including the first to occur of (i) the date on which the Preferred Share Liquidation Value (plus all accrued and unpaid dividends thereon) is paid to the holder thereof in connection with the liquidation of the Corporation or the redemption of such Preferred Share by the Corporation and (ii) the date on which such Preferred Share is otherwise acquired by the Corporation. Such dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. The date on which the Corporation initially issues any Preferred Share shall be deemed to be its “date of issuance” regardless of the number of times transfer of such Preferred Share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such Preferred Share.

1B. Preferred Dividend Reference Date. To the extent not paid in full on September 30 of each year (the “Preferred Dividend Reference Date”), beginning on September 30, 2001, all dividends which have accrued on each Preferred Share outstanding during the twelve-month period (or other period in the case of the initial Preferred Dividend

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Reference Date) ending upon each such Preferred Dividend Reference Date shall be accumulated (and dividends shall accrue thereon pursuant to Section 1A) and shall remain accumulated dividends with respect to such Preferred Share until paid to the holder thereof.

1C. Distribution of Partial Dividend Payments. Except as otherwise provided in this Part A, if at any time the Corporation pays less than the total amount of dividends then accrued with respect to the Preferred Stock, such payment shall be distributed *pro rata* among the holders of the Preferred Stock based upon the aggregate accrued but unpaid dividends on the Preferred Shares held by each such holder.

SECTION 2. Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary (a "Preferred Stock Liquidation Event"), each holder of Preferred Stock shall be entitled to be paid, before any distribution or payment is made to any holder of shares of Common Stock, an amount in cash equal to the aggregate Preferred Share Liquidation Value of all Preferred Shares held by such holder (plus all accrued and unpaid dividends thereon), and the holders of Preferred Stock shall not be entitled to any further payment. If upon any Preferred Stock Liquidation Event, the Corporation's assets to be distributed among the holders of the Preferred Stock are insufficient to permit payment to such holders of the aggregate amount they are entitled to be paid under this Section 2, then the entire assets available to be distributed to the Corporation's stockholders shall be distributed *pro rata* among such holders based upon the aggregate Preferred Share Liquidation Value (plus all accrued and unpaid dividends thereon) of the Preferred Stock held by each such holder. Prior to any Preferred Stock Liquidation Event, the Corporation shall declare for payment all accrued and unpaid dividends with respect to the Preferred Stock, but only to the extent of funds of the Corporation legally available for the payment of dividends. Not less than thirty (30) days prior to the payment date stated therein, the Corporation shall mail written notice of any Preferred Stock Liquidation Event to each record holder of Preferred Stock, setting forth in reasonable detail the amount of proceeds to be paid with respect to each Preferred Share. Neither the consolidation or merger of the Corporation into or with any other entity or entities (whether or not the Corporation is the surviving entity), nor the sale or transfer by the Corporation of all or any part of its assets, nor the reduction of the Capital Stock of the Corporation nor any other form of recapitalization or reorganization affecting the Corporation shall be deemed to be a Preferred Stock Liquidation Event within the meaning of this Section 2. Upon payment or distribution of all amounts to be paid to the holders of Preferred Stock in the event of a Preferred Stock Liquidation Event, the shares of Preferred Stock so paid shall be automatically cancelled and the rights and preferences contained herein shall be null and void.

SECTION 3. Priority of Preferred Stock on Dividends and Redemptions. So long as any Preferred Stock remains outstanding, the Corporation shall not, nor shall it permit any Subsidiary to, redeem, purchase or otherwise acquire directly or indirectly any Common Stock, nor shall the Corporation directly or indirectly pay or declare any dividend or make any distribution upon any Common Stock; provided that the Corporation may repurchase shares of Common Stock originally issued to present or former employees of the Corporation or any of its Subsidiaries in accordance with any repurchase provisions contained in any employment agreement or other agreement with such employees containing such provisions.

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SECTION 4. Redemptions.

4A. Scheduled Redemption. On September 30, 2008 (the "Scheduled Redemption Date") the Corporation shall redeem all outstanding shares of Class A Preferred at a price per share equal to the Liquidation Value thereof (plus accrued and unpaid dividends thereon).

4B. Optional Redemptions. The Corporation may at any time and from time to time redeem all or any portion of the shares of Preferred Stock then outstanding. Upon any such redemption, the Corporation shall pay a price per Preferred Share equal to the Preferred Share Liquidation Value thereof (plus all accrued and unpaid dividends thereon). If less than all of the Preferred Shares outstanding are to be redeemed by the Corporation at any time, then the number of Preferred Shares to be redeemed from each holder of Preferred Shares at such time shall be determined *pro rata* based upon the aggregate Preferred Share Liquidation Value of such Preferred Shares held by each such holder (plus all accrued and unpaid dividends thereon); provided that, the Corporation may repurchase shares of Preferred Stock originally issued to present or former employees of the Corporation or any of its Subsidiaries in accordance with any repurchase provisions contained in any employment agreement or other agreement with such employees containing such provisions, without any obligation, at the time of such repurchase, to redeem any Preferred Shares from any other holders of Preferred Shares.

4C. Redemption Payments. For each Preferred Share which is to be redeemed hereunder, the Corporation shall be obligated on the Redemption Date to pay to the holder thereof (upon surrender by such holder at the Corporation's principal office of the certificate representing such Preferred Share) an amount in cash in immediately available funds equal to the Preferred Share Liquidation Value of such Preferred Share (plus all accrued and unpaid dividends thereon). If the funds of the Corporation legally available for redemption of Preferred Shares on any Redemption Date are insufficient to redeem the total number of Preferred Shares to be redeemed on such date, those funds which are legally available shall be used to redeem the maximum possible number of Preferred Shares *pro rata* among the holders of the Preferred Shares to be redeemed based upon the aggregate Preferred Share Liquidation Value of such Preferred Shares held by each such holder (plus all accrued and unpaid dividends thereon). At any time thereafter when additional funds of the Corporation are legally available for the redemption of Preferred Shares, such funds shall immediately be used to redeem the balance of the Preferred Shares which the Corporation has become obligated to redeem on any Redemption Date but which it has not redeemed.

4D. Notice of Redemption. Except as otherwise provided herein, the Corporation shall mail written notice of each redemption of Preferred Stock to each record holder thereof not more than sixty (60) nor less than thirty (30) days (or less if thirty (30) days is impracticable) prior to the date on which such redemption is to be made. Upon mailing any notice of redemption which relates to a redemption at the Corporation's option, the Corporation shall become obligated to redeem the total number of Shares specified in such notice at the time of redemption specified therein. In case fewer than the total number of Preferred Shares represented by any certificate are redeemed, a new certificate representing the number of unredeemed Preferred Shares shall be issued to the holder thereof without cost to such holder

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within five (5) business days after surrender of the certificate representing the redeemed Preferred Shares.

4E. Determination of the Number of Each Holder's Preferred Shares to be Redeemed. Except as otherwise provided herein, the number of Preferred Shares to be redeemed from each holder thereof in redemptions hereunder shall be the number of Preferred Shares determined by multiplying the total number of Preferred Shares to be redeemed times a fraction, the numerator of which shall be the total number of Preferred Shares of the class to be redeemed then held by such holder and the denominator of which shall be the total number of Preferred Shares then outstanding, provided that such denominator shall be the total number of Shares of Class A Preferred then outstanding in the case of a redemption of Class A Preferred pursuant to Section 4A.

4F. Dividends After Redemption Date. No Preferred Share shall be entitled to any dividends accruing after the date on which the Preferred Share Liquidation Value (plus all accrued and unpaid dividends thereon) is paid to the holder of such Preferred Share. On such date, all rights of the holder of such Preferred Share shall cease, and such Preferred Share shall no longer be deemed to be issued and outstanding.

4G. Redeemed or Otherwise Acquired Preferred Shares. Any Preferred Shares which are redeemed or otherwise acquired by the Corporation shall be canceled and retired to authorized but unissued shares and shall not be reissued, sold or transferred.

4H. Other Redemptions or Acquisitions. The Corporation shall not, nor shall it permit any Subsidiary to, redeem or otherwise acquire any Preferred Shares, except as expressly authorized herein or pursuant to a purchase offer made *pro rata* to all holders of Preferred Stock on the basis of the number of Preferred Shares owned by each such holder.

4I. Redemption upon Bankruptcy. In the Event of Bankruptcy, the Corporation shall redeem all outstanding Preferred Shares at a price per share equal to the Preferred Share Liquidation Value thereof (plus accrued and unpaid dividends thereon).

SECTION 5. Voting Rights.

Except as otherwise provided herein and as otherwise required by applicable law, the holders of Preferred Stock shall have no voting rights; provided that each holder of Preferred Stock shall be entitled to notice of all stockholders meetings at the same time and in the same manner as notice is given to all stockholders entitled to vote at such meetings. Notwithstanding the foregoing, in the event the holders of Preferred Stock have voting rights as required by applicable law, the Preferred Stock shall vote as a single class.

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Part B. Terms Applicable to the Common Stock.

SECTION 1. Voting Rights. Except as otherwise provided herein and as otherwise required by applicable law, the holders of Common Stock shall be entitled to one vote per share on all matters to be voted on by the stockholders of the Corporation.

SECTION 2. Dividends. As and when dividends are declared or paid with respect to shares of Common Stock, whether in cash, property or securities of the Corporation, the holders of Common Stock shall be entitled to receive such dividends *pro rata* at the same rate per share. The rights of the holders of Common Stock to receive dividends are subject to the rights of holders of the Preferred Stock.

SECTION 3. Liquidation. Subject to the rights of the Preferred Stock, the holders of the Common Stock shall be entitled to participate *pro rata* at the same rate per share in all distributions to the holders of Common Stock in any liquidation, dissolution or winding up of the Corporation.

Part C. General Terms Applicable to the Capital Stock.

SECTION 1. Registration of Transfer. The Corporation shall keep at its principal office (or such other place as the Corporation reasonably designates) a register for the registration of shares of Capital Stock. Upon the surrender of any certificate representing shares of any class of Capital Stock at such place, the Corporation shall, at the request of the record holder of such certificate, execute and deliver (at the Corporation's expense) a new certificate or certificates in exchange therefor representing in the aggregate the number of shares of such class represented by the surrendered certificate and the Corporation shall forthwith cancel such surrendered certificate. Each such new certificate shall be registered in such name and shall represent such number of shares of such class as is requested by the holder of the surrendered certificate and shall be substantially identical in form to the surrendered certificate. The issuance of new certificates shall be made without charge to the holders of the surrendered certificates for any issuance tax in respect thereof or other cost incurred by the Corporation in connection with such issuance.

SECTION 2. Replacement. Upon receipt of evidence reasonably satisfactory to the Corporation (provided, that an affidavit of the registered holder will be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing one or more shares of any class of Capital Stock, and in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Corporation (provided that if the holder is a financial institution or other institutional investor its own agreement will be satisfactory), or, in the case of any such mutilation upon surrender of such certificate, the Corporation shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind representing the number of shares of such class represented by such lost, stolen, destroyed or mutilated certificate and dated the date of such lost, stolen, destroyed or mutilated certificate.

SECTION 3. Notices. All notices referred to herein shall be in writing, and shall be delivered by registered or certified mail, return receipt requested, postage prepaid, and shall be deemed to have been given when so mailed (i) to the Corporation at its principal executive

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offices and (ii) to any stockholder at such holder's address as it appears in the stock records of the Corporation (unless otherwise specified in a written notice to the Corporation by such holder).

SECTION 4. Amendment and Waiver. No amendment, modification or waiver shall be binding or effective with respect to any provision of Part A without the prior written consent of the holder or holders of a majority of the Preferred Stock outstanding at the time such action is taken voting together as a single class; provided that no such action shall change (i) the rate at which or the manner in which dividends on the Preferred Stock accrue or the times at which such dividends become payable, the amount payable on redemption of the Preferred Stock or the times at which redemption of Preferred Stock is to occur, or the priority of the Preferred Stock, without the prior written consent of the holders of at least 75% of the Preferred Stock then outstanding or (ii) the percentage required to approve any change described in clause (i) above, without the prior written consent of the holders of at least 75% of the Preferred Stock then outstanding; and provided further that no change in the terms hereof may be accomplished by merger or consolidation of the Corporation with another corporation or entity unless the Corporation has obtained the prior written consent of the holders of the applicable percentage of the class or classes of the Preferred Stock then outstanding.

No amendment or waiver of any provision of Part B shall be effective without the prior consent of the holders of a majority of the then outstanding shares of Common Stock voting as a single class.

ARTICLE FIVE

The Corporation is to have perpetual existence.

ARTICLE SIX

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of the Corporation is expressly authorized to make, alter or repeal the by-laws of the Corporation.

ARTICLE SEVEN

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such places or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation. Election of directors need not be by written ballot unless the by-laws of the Corporation so provide.

ARTICLE EIGHT

To the fullest extent permitted by the DGCL as the same exists or may hereafter be amended, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. Any repeal or

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modification of this ARTICLE EIGHT shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE NINE

The Corporation expressly elects not to be governed by § 203 of the DGCL.

ARTICLE TEN

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

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IN WITNESS WHEREOF, the Corporation has caused this Amended and Restated Certificate of Incorporation to be executed on March 26, 2002.

ABILITYONE PRODUCTS CORP.

By: Fred Lieb
Name: Fred Lieb
Title: Secretary

**CERTIFICATE OF MERGER
 OF
 RETEP, INC.
 WITH AND INTO
 ABILITYONE PRODUCTS CORP.**

PURSUANT TO SECTION 251 OF THE GENERAL CORPORATION LAW
 OF THE STATE OF DELAWARE

AbilityOne Products Corp., a Delaware corporation (the "Corporation"), and RETEP, Inc., a Delaware corporation (the "Terminating Corporation"), do hereby certify to the following facts relating to the merger (the "Merger") of the Terminating Corporation with and into the Corporation, with the Corporation remaining as the surviving corporation (the "Surviving Corporation"):

FIRST: That the name and state of incorporation of each constituent corporation is as follows:

<u>Name</u>	<u>State of Incorporation</u>
AbilityOne Products Corp.	Delaware
RETEP, Inc.	Delaware

SECOND: That certain Agreement and Plan of Merger, dated as of August 15, 2003 (the "Agreement"), by and among the Corporation, the Terminating Corporation, Patterson Dental Company and the Representative (as defined therein), has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the General Corporation Law of the State of Delaware;

THIRD: That the name of the Surviving Corporation is AbilityOne Products Corp., a Delaware corporation;

FOURTH: That the Restated Certificate of Incorporation of the Surviving Corporation shall be amended as attached in Exhibit A;

FIFTH: That an executed copy of the Agreement is on file at the office of the Surviving Corporation, 270 Remington Boulevard, Suite C, Bolingbrook, IL 60440-4989; and

SIXTH: That a copy of the Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any party thereto.

State of Delaware
 Secretary of State
 Division of Corporations
 Delivered 09:52 AM 09/12/2003
 FILED 09:52 AM 09/12/2003
 SRV 030586248 - 3274677 FILE

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Merger this 12~~th~~ day of September, 2003.

ABILITYONE PRODUCTS CORP., as the
Surviving Corporation

By: 

Name: Howard A. Schwartz

Title: President

Exhibit A

RESTATED CERTIFICATE OF INCORPORATION
of
ABILITYONE PRODUCTS CORP.
A DELAWARE CORPORATION

ARTICLE ONE

The name of the Corporation is AbilityOne Products Corp. (the "Corporation").

ARTICLE TWO

The address of the registered office of the Corporation in the State of Delaware is c/o CT Corporation System, 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware. The name of the registered agent of the Corporation in the State of Delaware at such address is The Corporation Trust Company.

ARTICLE THREE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE FOUR

The total number of shares of capital stock which the Corporation shall have authority to issue is 1,000, all of which shares shall be common stock having a par value of \$0.01 per share (Common Stock).

ARTICLE FIVE

In furtherance and not in limitation of the powers conferred by law, the Bylaws of the Corporation may be adopted, amended or repealed by the Board of Directors of the Corporation; provided, however, that, any Bylaws adopted by the Board of Directors may be amended or repealed by the stockholders entitled to vote thereon.

ARTICLE SIX

Election of directors need not be by written ballot.

ARTICLE SEVEN

The Corporation shall indemnify, to the full extent permitted by Section 145 of the DGCL, all persons whom it may indemnify pursuant thereto.

ARTICLE EIGHT

No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director shall be liable under Section 174 of the DGCL or shall be liable by reason that, in addition to any and all other requirements for such liability, such director (i) shall have breached his or her duty of loyalty to the Corporation or its stockholders, (ii) shall not have acted in good faith or, in failing to act, shall not have acted in good faith, (iii) shall have acted in a manner involving intentional misconduct or a knowing violation of law or (iv) shall have derived an improper personal benefit. Neither the amendment nor repeal of this Article nor the adoption of any provision of the Certificate of Incorporation inconsistent with this Article, shall eliminate or reduce the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

[End of Document]

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION

OF

ABILITYONE PRODUCTS CORP

AbilityOne Products Corp (hereinafter called the "corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

1 The name of the corporation is AbilityOne Products Corp

2 The certificate of incorporation of the corporation is hereby amended by striking out Article One thereof and by substituting in lieu of said Article, the following new Article:

The name of the corporation shall be: Patterson Medical Holdings, Inc.

3 The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

Executed on this 1stth day of March, 2006



Secretary

Kray Kibler

confidential
Betsy Jansen
Jul 24, 2015 17:29

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:15 PM 04/21/2006
FILED 01:39 PM 04/21/2006
SRV 060372109 - 3274677 FILE

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 20th day of April, 2006, pursuant to Section 252 of the General Corporation Law of the State of Delaware, between Patterson Medical Holdings, Inc., a Delaware corporation and Patterson Medical Products, Inc., a Michigan corporation.

WITNESSETH that:

WHEREAS, Patterson Medical Holdings, Inc. is the parent and owner of all the capital stock of Patterson Medical Products, Inc.; and

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Patterson Medical Holdings, Inc. (the "Surviving Corporation") hereby merges into itself Patterson Medical Products, Inc. (the "Merged Corporation") and said Patterson Medical Products, Inc. shall be and hereby is merged into Patterson Medical Holdings, Inc. which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Patterson Medical Holdings, Inc. as heretofore amended and as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: Patterson Medical Holdings, Inc., the surviving corporation, is the parent and owner of all the issued and outstanding capital stock of Patterson Medical Products, Inc., the merged corporation. The authorized capital stock of each corporation which is a party to the merger is as follows:

<u>Corporation</u>	<u>Class</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Issued and Outstanding</u>
Patterson Medical Holdings, Inc.	Common	1,000 (\$0.01 par value)	1,000
Patterson Medical Products, Inc.	Common	10,500,000 No Par Value	2,931,426
	Preferred	No Par Value	none issued

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Betsy Jansen
Jul 24, 2015 17:29

TRADEMARK
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FOURTH: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into shares or other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of the Surviving Corporation, which shall be issued and outstanding on the effective date of this Agreement, shall remain issued and outstanding.

(b) Each share of common stock of the Merged Corporation which shall be outstanding on the effective date of this Agreement, all rights in respect thereto shall forthwith be cancelled and extinguished.

(c) After the effective date of this Agreement, each holder of an outstanding certificate representing shares of common stock of the Merged Corporation shall surrender the same to the Surviving Corporation for cancellation. Until so surrendered, the outstanding shares of stock of the merged corporation to be converted into the stock of the surviving corporation as provided herein, may be treated by the surviving corporation for all corporate purposes as though said surrender had taken place. After the effective date of this Agreement, each registered owner of any uncertificated shares of common stock of the merged corporation shall have said shares cancelled.

FIFTH: The terms and conditions of the merger are as follows:

(a) The by-laws of the Surviving Corporation as they shall exist on the effective date of this Agreement shall be and remain the by-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon filing with the Secretary of State of Delaware or April 29, 2006, whichever is later. However, for all accounting purposes, the effective date of the merger shall be as of the close of business on April 29, 2006.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem to be necessary or desirable in order to

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Jul 24, 2015 17:29

vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

SIXTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Board of Directors of any constituent corporation at any time prior to the time that this Agreement filed with the Secretary of State becomes effective. This Agreement may be amended by the Board of Directors of its constituent corporations at any time prior to the time that this Agreement filed with the Secretary of State becomes effective, provided that an amendment made subsequent to the adoption of the Agreement by the stockholders of any constituent corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such constituent corporation, (2) alter or change any term of the Certificate of Incorporation of the surviving corporation to be effected by the merger, or (3) alter or change any of the terms and conditions of the Agreement if such alteration or change would adversely affect the holders of any class or series thereof of such constituent corporation.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the Vice President of each party hereto as the respective act, deed and agreement of said corporations on this 20th day of April, 2006.

Patterson Medical Holdings, Inc.
(Name of Corporation)

By: 
Matthew L. Levitt
Assistant Secretary

Patterson Medical Products, Inc.
(Name of Corporation)

By: 
Matthew L. Levitt
Assistant Secretary

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Jul 24, 2015 17:29

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Betsy Jensen
Jul 24, 2015 17:29

CERTIFICATE OF ASSISTANT SECRETARY

I, Matthew L. Levitt, Assistant Secretary of Patterson Medical Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware, and the Assistant Secretary of Patterson Medical Products, Inc., a corporation of the State of Michigan, hereby certify, as such Assistant Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of Patterson Medical Holdings, Inc. (the Surviving Corporation), and having been signed on behalf of Patterson Medical Products, Inc., (the Merged Corporation), was duly adopted pursuant to section 228 of the General Corporation Law of the State of Delaware by the unanimous written consent of the stockholders holding all the shares of the capital stock of the corporation, same being 100% of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of said Patterson Medical Holdings, Inc. and the duly adopted agreement and act of the said corporation.

WITNESS, my hand on this 20th day of April, 2006.



Assistant Secretary

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Betsy Jensen
Jul 24, 2015 17:29

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CERTIFICATE OF OWNERSHIP
MERGING

AO LIQUIDATION, INC.

INTO

PATTERSON MEDICAL HOLDINGS, INC.
(Subsidiary into parent pursuant to Section 253 of the
General Corporation Law of Delaware)

PATTERSON MEDICAL HOLDINGS, INC., a corporation incorporated on the 25th day of August, 2000, pursuant to the provisions of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation owns 100% of the capital stock of AO Liquidation, Inc., a corporation incorporated on the 13th day of December, 1988 A.D., pursuant to the provisions of the laws of the State of Michigan and that this corporation, by a resolution of its Board of Directors duly adopted by unanimous written consent on the 17th day of April, 2009 A.D., determined to and did merge into itself said AO Liquidation, Inc., which resolution is in the following words to wit:

WHEREAS this corporation lawfully owns 100% of the outstanding stock of AO Liquidation, Inc., a corporation organized and existing under the laws of Michigan, and

WHEREAS this corporation desires to merge into itself the said AO Liquidation, Inc., and to be possessed of all the estate, property, rights, privileges and franchises of said corporation,

NOW, THEREFORE, BE IT RESOLVED, that this corporation merge into itself said AO Liquidation, Inc. and assumes all of its obligations, and

FURTHER RESOLVED, that an authorized officer of this corporation be and he or she is hereby directed to make and execute a Certificate of Ownership setting forth a copy of the resolution to merge said AO Liquidation, Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware; and

FURTHER RESOLVED, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware; which may be in any way necessary or proper to effect said merger.

FURTHER RESOLVED, that the merger shall become effective on the date of filing.

IN WITNESS WHEREOF, said parent corporation has caused its corporate seal to be affixed and this Certificate to be signed by an authorized officer this 21st day of April, 2009.

By  _____

Name: R. Stephen Armstrong

Title: Vice President