

MND 5-12-99

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



05-21-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101042790
REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

74623655

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year
 01 11 96
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
 12 26 95

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

05/19/1999 MTHA11 00000233 74623655

01 FC:481 40.00 DP

02 FC:482 350.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001899 FRAME: 0114

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="74623655"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2077760"/>	<input type="text" value="2038113"/>	<input type="text" value="1888912"/>
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Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

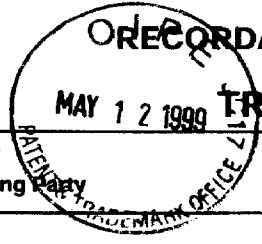
Nora E. Garrote

5/12/99

Name of Person Signing

Signature

Date Signed



RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"COHR, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "COHR INC." UNDER THE NAME OF "COHR INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE ELEVENTH DAY OF JANUARY, A.D. 1996, AT 2 O'CLOCK P.M.



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991095814

A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 9623661

DATE: 03-11-99

TRADEMARK
REEL: 001899 FRAME: 0117

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is entered into as of the 26th day of December, 1995, by and between COHR, INC., a California corporation ("COHR-California"), and COHR INC., a Delaware corporation ("COHR-Delaware").

Recitals

A. COHR-California is a corporation duly organized and existing under the laws of the State of California.

B. COHR-Delaware is a corporation duly organized and existing under the laws of the State of Delaware.

C. On the date of this Merger Agreement, COHR-California's authorized capital consists of 20,000,000 shares of Common Stock, no par value (the "COHR-California Common Stock"), of which 2,112,000 shares are issued and outstanding.

D. On the date of this Merger Agreement, COHR-Delaware's authorized capital consists of 22,000,000 shares of stock, consisting of 20,000,000 shares of Common Stock, par value \$0.01 per share (the "COHR-Delaware Common Stock"), of which 100 shares are issued and outstanding and owned by COHR-California, and 2,000,000 shares of preferred stock, par value \$0.01 per share, none of which shares are issued and outstanding.

E. The respective Stockholders and Boards of Directors of COHR-California and COHR-Delaware have determined that it is advisable and in the best interests of each such corporation that COHR-California merge with and into COHR-Delaware upon the terms and subject to the conditions set forth in this Merger Agreement for the purpose of effecting the reincorporation of COHR-California in the State of Delaware.

F. The parties intend by this Merger Agreement to effect a merger under Section 252 of the Delaware General Corporation Law and a "reorganization" under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

Agreement

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Merger.

At the Effective Time (hereinafter defined), COHR-California shall be merged with and into COHR-Delaware (the "Merger"). COHR-Delaware shall be the surviving corporation of the Merger (hereinafter sometimes referred to as the "Surviving Corporation"), and the separate corporate existence of COHR-California shall cease. The parties hereto shall file with the Secretary of State of the State of Delaware a Certificate of Approval of Agreement of Merger, and the Merger shall become effective as of January 16, 1996. The date and time when the Merger shall become effective is herein referred to as the "Effective Time."

2. Governing Documents.

(a) Certificate of Incorporation. The Certificate of Incorporation of COHR-Delaware as it may be amended or restated subject to applicable law, and as in effect immediately prior to the Effective Time, shall constitute the Certificate of Incorporation of the Surviving Corporation without change or amendment until thereafter amended in accordance with the provisions thereof and applicable law.

(b) Bylaws. The Bylaws of COHR-Delaware as in effect immediately prior to the Effective Time shall constitute the Bylaws of the Surviving Corporation without change or amendment

until thereafter amended in accordance with the provisions thereof and applicable laws.

3. Name.

The name of the Surviving Corporation shall continue to be COHR Inc.

4. Officers and Directors.

The persons who are officers and directors of COHR-California immediately prior to the Effective Time shall, after the Effective Time, be the officers and directors of the Surviving Corporation, without change until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and Bylaws and applicable law.

5. Succession.

At the Effective Time, the separate corporate existence of COHR-California shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises of a public or private nature and be subject to all the restrictions, disabilities and duties of COHR-California and all the rights, privileges, powers and franchises of COHR-California, and all property, real, personal and mixed, and all debts due to COHR-California on whatever account, as well as for share subscriptions and all other things in action, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectively the property of the Surviving Corporation as the same were of COHR-California, and the title to any real estate vested by deed or otherwise shall not revert or be in any way impaired by reason of the Merger, but all rights of creditor and liens upon property of COHR-California shall be preserved

unimpaired, and all debts, liabilities and duties of COHR-California shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of COHR-California, its shareholders, Board of Directors and committees thereof, officers and agents which were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation, its shareholders, Board of Directors and committees thereof, respectively, and shall be as effective and binding thereon as the same were with respect to COHR-California.

6. Conversion of Shares.

At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof: (i) each share of COHR-California Common Stock outstanding immediately prior to the Effective Time shall be converted into, and shall become, one fully paid and nonassessable share of COHR-Delaware Common Stock, and (ii) each share of COHR-Delaware Common Stock outstanding immediately prior to the Effective Time shall be canceled and returned to the status of authorized but unissued Common Stock. There are 100 outstanding shares of COHR-Delaware Common Stock and no outstanding shares of COHR-Delaware Preferred Stock.

7. Stock Certificates.

At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented shares of COHR-California Common Stock shall be deemed for all purposes to evidence ownership of, and to represent shares of, COHR-Delaware Common Stock into which the shares of COHR-California Common Stock formerly represented by such certificates have been converted as herein provided. The registered owner on

the books and records of COHR-California or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting or other rights with respect to and to receive any dividends and other distributions upon the shares of COHR-Delaware Common Stock evidenced by such outstanding certificate as above provided. Nothing contained herein shall be deemed to require the holder of any shares of COHR-California Common Stock to surrender the certificate or certificates representing such shares in exchange for a certificate or certificates representing shares of COHR-Delaware Common stock.

8. Options.

Each right in or to, or option to purchase, shares of COHR-California Common Stock, granted under COHR-California's 1995 Stock Option Plan (the "Plan") and otherwise, which is outstanding immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become a right in or to, or an option to purchase at the same option price per share, the same number of shares of COHR-Delaware Common Stock, upon the same terms and subject to the same conditions as set forth in the Plan or otherwise as in effect at the Effective Time. The same number of shares of COHR-Delaware Common Stock shall be reserved for purposes of the outstanding options as is equal to the number of shares of COHR-California Common Stock so reserved as of the Effective Time. As of the Effective Time, the Surviving Corporation hereby assumes the Plan and all obligations of COHR-California under the Plan including the outstanding rights or options or portions thereof granted pursuant to the Plan and otherwise.

9. Other Employee Benefit Plans.

As of the Effective Time, the Surviving Corporation hereby assumes all obligations of COHR-California under any and all

employee benefit plans in effect as of the Effective Time or with respect to which employee rights or accrued benefits are outstanding as of the Effective Time.

10. Conditions.

The consummation of the Merger is subject to satisfaction of the following conditions prior to the Effective Time:

(a) The Merger shall have received the requisite approval of the holders of COHR-California Common Stock and all necessary action shall have been taken to authorize the execution, delivery and performance of the Merger Agreement by COHR-California.

(b) The Merger shall have received the requisite approval of the holders of COHR-Delaware Common Stock and all necessary action shall have been taken to authorize the execution, delivery and performance of the Merger Agreement by COHR-Delaware.

(c) All approvals and consents necessary or desirable, if any, in connection with the consummation of the Merger shall have been obtained.

(d) No suit, action, or proceeding shall have been commenced or threatened to be commenced which, in the opinion of COHR-California or COHR-Delaware, would pose a material restriction on or impair consummation of the Merger, performance of this Merger Agreement or the conduct of the business of COHR-Delaware after the Effective Time, or create a risk of subjecting COHR-California or COHR-Delaware, or their respective shareholders, officers or directors, to material damages, costs, liability or other relief in connection with the Merger or this Merger Agreement.

11. Governing Law.

This Merger Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and to be performed wholly within the State of Delaware, except to the extent that the laws of the State of California are mandatorily applicable to the Merger.

12. Amendment.

Subject to applicable law specifying the rights of shareholders of the constituent corporations further to approve any amendment, this Merger Agreement may be amended, modified or supplemented by written agreement of the parties hereto at any time prior to the Effective Time with respect to any of the terms contained herein.

13. Deferral or Abandonment.

At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned or the time of consummation of the Merger may be deferred for a reasonable time by the Board of Directors of either COHR-California or COHR-Delaware or both, notwithstanding approval of this Merger Agreement by the shareholders of COHR-California or the stockholders of COHR-Delaware (if at the time there are any), or both, if circumstances arise which, in the opinion of the Board of Directors of COHR-California or COHR-Delaware, make the Merger inadvisable or such deferral of the time of consummation thereof advisable.

14. Counterparts.

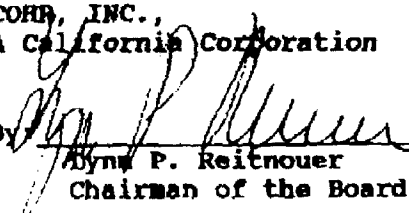
This Merger Agreement may be executed in any number of counterparts each of which when taken alone shall constitute an original instrument and when taken together shall constitute one and the same Agreement.

15. Further Assurances.

From time to time, as and when required or requested by either COHR-California or COHR-Delaware, as applicable, or by its respective successors and assigns, there shall be executed and delivered on behalf of the other corporation, or by its respective successors and assigns, such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchise and authority of COHR-California and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of each corporation are fully authorized in the name and on behalf of such corporation or otherwise, to take any and all such action and to execute and deliver any and all such deeds, assignments and other instruments.

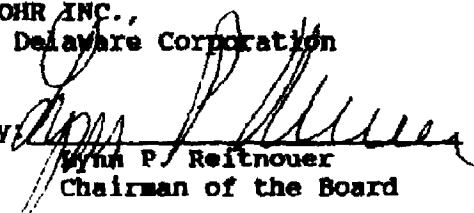
IN WITNESS WHEREOF, COHR-California and COHR-Delaware have caused this Merger Agreement to be executed by their respective duly authorized officers as of the date first above written.

COHR, INC.,
A California Corporation

By: 
Lynn P. Reitnauer
Chairman of the Board

By: 
Umesh Malhotra
Assistant Secretary

COHR INC.,
A Delaware Corporation

By: 
Lynn P. Reitnauer
Chairman of the Board

By: 
Umesh Malhotra
Assistant Secretary

0212389

State of California

SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That on the 11th day of February, 19 85

COHR, INC.

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

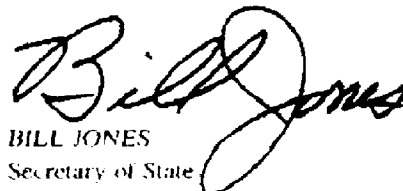
That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this
9th day of January, 1996



BILL JONES
Secretary of State

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

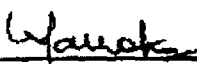
LYNN P. REITNOUER and UMESH MALHOTRA certify that:

1. They are the Chairman of the Board and the Chief Financial Officer and Assistant Secretary, respectively, of COHR INC., a Delaware corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and stockholders of the Corporation.
3. The stockholder approval was by the holders of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares of the Corporation outstanding and the total number of such outstanding shares entitled to vote is 100.

Date: December 27, 1995.



LYNN P. REITNOUER
Chairman of the Board



UMESH MALHOTRA
Chief Financial Officer
and Assistant Secretary

0212405

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

LYNN P. REITNOUER and UMESH MALHOTRA certify that:

1. They are the Chairman of the Board and the Chief Financial Officer and Assistant Secretary, respectively, of COHR INC., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and stockholders of the Corporation.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares of the Corporation outstanding and the total number of such outstanding shares entitled to vote is 2,112,000.

Date: December 27, 1995.



LYNN P. REITNOUER
Chairman of the Board



UMESH MALHOTRA
Chief Financial Officer
and Assistant Secretary

0212405