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T. 101069390

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Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  
Effective Date  
Month Day Year  
1/1/97

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
5/15/97

Name Institut Friedrich Wolff AG

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Switzerland

Receiving Party

Mark if additional names of receiving parties attached

Name Wolff System Patent AG

DBA/AKA/TA \_\_\_\_\_



Composed of \_\_\_\_\_

06-03-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #70

Address (line 1) Hohl gasse 35

Address (line 2) \_\_\_\_\_

Address (line 3) Laufen Switzerland CH-4242  
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 Switzerland

06/17/1999 DNGUYEN 00000061 1642533

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01 FC:481 40.00 OP  
02 FC:482 350.00 OP

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Address (line 1)

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**Correspondent Name and Address**

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Name

Address (line 1)

Address (line 2)

Address (line 3)

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**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="See"/>	<input type="text" value="attached"/>	<input type="text" value="Exhibit A"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Robert H. G. Lockwood

6/1/99

Name of Person Signing

Signature

Date Signed

EXHIBIT A

TRADEMARKS

UNITED STATES  
REGISTRATION NOS.

OLIFE & Design	1,642,533
EURO SUN WOLFF SYSTEM & Design	1,771,272
WOLFF SYSTEM & Design	1,600,456
WOLFF SYSTEM & Design	1,600,455
OLIFE	1,640,138
LIFE SUN & Design	1,568,201
BELLARIUM	1,178,996
HELARIUM	1,217,424
WOLFF SYSTEM & Design	1,179,973
WOLFF SYSTEM & Design	1,516,285
WOLFF	1,896,071
WOLFF SYSTEM	1,907,218
WOLFF SYSTEM SUN FOR LIFE & Design	1,893,375
WOLFF SYSTEM SUN FOR LIFE FIRST CLASS TANNING & Design	1,909,059
WOLFF THERAPY & Design	1,903,482

LIT\610827.1

REGISTRANT : Wolff System Patent AG  
ADDRESS : Hohlgasse 35  
CH - 4242 Laufen  
Switzerland  
REGISTRATION NOS. : See Attached Exhibit A

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**DESIGNATION OF DOMESTIC REPRESENTATIVE**

TO THE HONORABLE COMMISSIONER OF  
PATENTS AND TRADEMARKS


WOLFF SYSTEM PATENT AG hereby designates Eric H. Mandus of the law firm Smith, Gambrell & Russell, LLP, whose address is Suite 3100, Promenade II, 1230 Peachtree Street, N.E., Atlanta, Georgia 30309-3592, as Registrant's domestic representative upon whom may be served notice or process in proceedings affecting the above-referenced registrations.

WOLFF SYSTEM PATENT AG

4  
Date:

5-18-99

By:

  
-----  
JORG WOLFF  
Chief Executive Officer

Smith, Gambrell & Russell, LLP  
Suite 3100, Promenade II  
1230 Peachtree Street  
Atlanta, Georgia 30309-3592

LIT\610827.1

## CONTRACT OF MERGER

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between

**Wolff System Patent AG**, Im Hinterengeli 14, 4125 Riehen

and

**Institut Friedrich Wolff AG**, Im Hinterengeli 14, 4125 Riehen

The parties intent to merge their businesses and therefore agree as follows:

1. Institut Friedrich Wolff AG merges into Wolff System Patent AG by Wolff System Patent AG taking over all assets and liabilities of Institut Friedrich Wolff AG in accordance with art. 748 of The Swiss Code of Obligations. The assets of Institut Friedrich Wolff AG will therefore be acquired by Wolff System Patent AG by means of dissolution without liquidation.
2. The merger is effected on the basis of the balance sheet of Institut Friedrich Wolff AG as per 31 December 1996, which shows assets of CHF 1'506'803.- and liabilities of CHF 1'123'662.-. This corresponds to a surplus of assets of CHF 383'141.-. The balance sheet is annexed to this agreement and is to be considered an integral part thereof.

The merger becomes effective retroactive as per January 1, 1997. In the event that the merger will be validly realised, all transactions effected by Institut Friedrich Wolff AG since January 1, 1997 are to be considered to be effected in the name and on the account of Wolff System Patent AG.

3. Wolff System Patent AG owns all share shares in Institut Friedrich Wolff AG; accordingly, the capital of the latter must not be increased due to the merger.
4. The parties to this contract of merger undertake measures, which are necessary for a lawful execution of the merger. Wolff System Patent AG undertakes to act in line with art. 746f. and 748 of the Swiss Code of Obligations.

Both parties confirm that the balance of the acquired assets and liabilities corresponds with the above mentioned surplus of assets and that the acquired assets are at Wolff System Patent AG's free disposal under the reservation of art. 748 of the Swiss Code of Obligations as soon as this contract of merger becomes effective.

5. This contract of merger is conditioned by the approval of the meeting of shareholders of Institut Friedrich Wolff AG as well as of the meeting of shareholders of Wolff System Patent AG. This contract of merger becomes effective as soon as these approvals have been given.

The merger itself will become effective with its registration in the competent Register of Commerce. With the registration Institut Friedrich Wolff AG will be dissolved without liquidation according to art. 748 of the Swiss Code of Obligations.

6. Wolff System Patent AG will bear all costs which occur due to this merger.

Basle, this May 15, 1997

Institut Friedrich Wolff AG

sig. F. Wolff  
sig. R. Roth

Wolff System Patent AG

sig. F. Wolff  
sig. Ch. Löw

# BALANCE SHEET AS OF DECEMBER 31, 1996

<b>ASSETS</b>	<b>1996 CHF</b>	<b>PRIVIOUS YEAR CHF</b>
<b>CURRENT ASSETS</b>		
Liquid funds	430.164	107.475
Accounts Receivable third parties	8.377	440.106
Accounts Receivable Group Companies	310.262	38.302
Prepayments and accrued income	0	30.300
	<u>748.803</u>	<u>616.183</u>
<b>FIXED ASSETS</b>		
Office and EDP equipment	78.000	9.600
Cars	80.000	133.400
Trade marks	600.000	1.800.000
	<u>758.000</u>	<u>1.943.000</u>
	<b><u>1.506.803</u></b>	<b><u>2.559.183</u></b>

# BALANCE SHEET AS OF DECEMBER 31, 1996

LIABILITIES	1996 CHF	PREVIOUS YEAR
<b>LIABILITIES</b>		
Accounts payable third parties	154.662	224.849
Account payable shareholders	0	108.012
Tax provision	22.000	22.996
Accruals and deferred income	47.000	3.170
Third party loans	900.000	1.000.000
Shareholders loans	0	900.000
	1.123.662	2.259.027
<b>EQUITY</b>		
Share capital	50.000	50.000
Legal reserves	16.000	15.000
Balance of available earnings:		
- Brought forward profit	234.156	230.889
- Profit of the year	82.985	4.267
	317.141	235.156
	383.141	300.156
	<b>1.506.803</b>	<b>2.559.183</b>



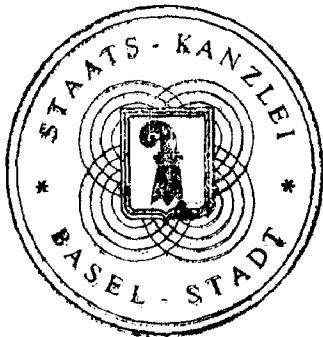
# LEGALISATION

The undersigned duly authorised notary public in Basle, Switzerland, certifies by these presents that the text heretofore is the complete and correct English translation of the German original, of which a copy, which is hereby certified, is attached.

Basle, this 7<sup>th</sup> (seventh) May 1999 (nineteen-ninety-nine)

*T. J. Müller, Notary*

Leg. Prot. Nr. 188/1999



APOSTILLE  
(Convention de la Haye du 5 octobre 1961)

1. Land: Schweiz (Suisse)  
Diese öffentliche Urkunde  
2. ist unterschrieben von *Dr. iur. Th. Gebler*  
3. in seiner Eigenschaft als *eff. Notar*  
4. sie ist versehen mit dem Siegel/Stempel des *Gemeinsch.*

Bestätigt **-7. Mai 1999**

5. in Basel (Bâle) 6. am .....

7. durch die Staatskanzlei des Kantons Basel-Stadt

8. unter Nr. *2'4574'955*

9. Siegel/Stempel: 10. Unterschrift: *Fischer*  
Heidi Fischer

# FUSIONSVERTRAG

zwischen

Wolff System Patent AG, Im Hinterengeli 14,  
4125 Riehen

und

Institut Friedrich Wolff AG, Im Hinterengeli 14,  
4125 Riehen

Zum Zwecke der Fusion vereinbaren die Parteien was folgt:

1. Die Institut Fiedrich Wolff AG fusioniert mit der Wolff System Patent AG durch Uebertragung ihres ganzen Vermögens mit sämtlichen Aktiven und Passiven nach Massgabe von Art. 748 OR. Das Vermögen der Institut Friedrich Wolff AG wird daher von der Wolff System Patent AG auf dem Wege der Universalsukzession übernommen.
2. Die Fusion erfolgt aufgrund der per 31. Dezember 1996 errichteten Bilanz der Institut Friedrich Wolff AG, welche Aktiven von Fr. 1'506'803,-- und Passiven von Fr. 1'123'662,--, somit einen Aktivenüberschuss von Fr. 383'141,-- ausweist und diesem Fusionsvertrag als integrierender Bestandteil beigeheftet ist.

Die Fusion erfolgt rückwirkend per 1. Januar 1997. Für den Fall, dass die vorliegende Fusion rechtsgültig zustande kommt, gelten alle von der Institut Friedrich Wolff AG seit dem 1.1.1997 abgeschlossenen Geschäfte als im Namen und auf Rechnung der Wolff System Patent AG getätigt.

3. Die Wolff System Patent AG ist bereits Eigentümerin sämtlicher Aktien der Institut Friedrich Wolff AG, so dass infolge dieser Fusion keine Kapitalerhöhung notwendig wird.

4. Die Parteien des Fusionsvertrages verpflichten sich alles zu unternehmen, was für die ordnungsgemässe Durchführung der Fusion erforderlich ist. Die Wolff System Patent AG verpflichtet sich, die in den Art. 746 f. und 748 OR enthaltenen Vorschriften einzuhalten.

Beide Parteien erklären übereinstimmend, dass ihrer Auffassung nach der Wert der übernommenen Aktiven und Passiven dem vorerwähnten Aktivenüberschuss entspricht und dass mit der Rechtskraft des Fusionsvertrages die übernommenen Aktiven der Wolff System Patent AG unter Vorbehalt der Bestimmungen gemäss Art. 748 OR zur freien Verfügung stehen.

5. Dieser Fusionsvertrag wird unter dem Vorbehalt der Genehmigung sowohl durch die Generalversammlung der Institut Friedrich Wolff AG als auch durch die Generalversammlung der Wolff System Patent AG abgeschlossen. Er tritt in Rechtskraft, sobald diese beiden Genehmigungen vorliegen.

Die Fusion wird mit ihrer Eintragung im Handelsregister rechtswirksam, auf welchen Zeitpunkt hin die Institut Friedrich Wolff AG ohne Liquidation gemäss Art. 748 OR aufgelöst ist.

6. Die Wolff System Patent AG übernimmt sämtliche infolge dieser Fusion ergehenden Kosten.

Basel, den **15. Mai 1997**

**Institut Friedrich Wolff AG**

**Wolff System Patent AG**

# BILANZ 31. DEZEMBER 1996

## AKTIVEN

### UMLAUFVERMÖGEN

Flüssige Mittel	430.164	107.475
Forderungen Dritte	8.377	440.106
Forderungen verbundene Gesellschaften	310.262	38.302
Aktive Rechnungsabgrenzungen	0	30.300

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**748.803**

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**616.183**

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### ANLAGEVERMÖGEN

Büroeinrichtungen, EDV	78.000	9.600
Fahrzeuge	80.000	133.400
Warenzeichen	600.000	1.800.000

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**758.000**

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**1.943.000**

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**1.506.803**

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**2.559.183**

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# BILANZ 31. DEZEMBER 1996

## PASSIVEN

### FREMDKAPITAL

	1996 CHF	VORJAHR CHF
Verbindlichkeiten Dritte	154.662	224.849
Verbindlichkeiten Aktionäre	0	108.012
Steuerrückstellungen	22.000	22.996
Passive Rechnungsabgrenzungen	47.000	3.170
Darlehen Dritte	900.000	1.000.000
Darlehen Aktionäre	0	900.000
	<hr/> 1.123.662	<hr/> 2.259.027
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### EIGENKAPITAL

Aktienkapital	50.000	50.000
	<hr/>	<hr/>
Gesetzliche Reserve	16.000	15.000
	<hr/>	<hr/>
Bilanzgewinn:		
· Gewinnvortrag	234.156	230.889
· Jahresgewinn	82.985	4.267
	<hr/> 317.141	<hr/> 235.156
	<hr/>	<hr/>
	383.141	300.156
	-----	-----
	<hr/> 1.506.803	<hr/> 2.559.183
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