

01-28-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Institut Friedrich Wolff AG (a/k/a Institut F. Wolff AG)

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Switzerland, Other

Additional name(s) of conveying party(ies) attached? Yes No

1.16.02

2. Name and address of receiving party(ies)

Name: Wolff System Patent AG

Internal Address:

Street Address: Wachtel Weg 24

City: Muttenz Switzerland State: Zip: CH-4132

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Switzerland, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 05/15/97

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,996,975; 1,995,586; 2,001,515

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert H. G. Lockwood

Internal Address: Smith, Gambrell & Russell, LLP

Suite 3100, Promenade II

Street Address: 1230 Peachtree St., N.E.

City: Atlanta State: GA Zip: 30309-3592

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41) \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

JAN 16 2002

DO NOT USE THIS SPACE

9. Signature.

Robert H. G. Lockwood

Name of Person Signing

00000015 1996975

Signature

1/16/02 Date

Total number of pages including cover sheet, attachments, and document:

01/28/2002 DBYRNE

40.00 OR 50.00 DP

documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482

TRADEMARK REEL: 2431 FRAME: 0581

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant : WOLFF SYSTEM PATENT AG
Address : Wachtelweg 24
CH-4132 Muttenz
Switzerland
Mark : **BELLARIUM PLUS**
Registration No. : 1,996,975
Issued : August 27, 1996
Class : International Class 11
Mark : **SUN FOR LIFE**
Registration No. : 2,001,515
Issued : September 17, 1996
Class : International Class 11
Mark : **BELLARIUM S**
Registration No. : 1,995,586
Issued : August 20, 1996
Class : International Class 11

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Sir:

The Registrant hereby appoints Robert H. G. Lockwood 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 representative upon whom may be served notice process in proceedings affecting the above-referenced registrations.

CORRESPONDENCE ADDRESS

All correspondence should be directed to:

Robert H. G. Lockwood
SMITH, GAMBRELL & RUSSELL, LLP
Suite 3100, Promenade II
1230 Peachtree Street, N.E.
Atlanta, Georgia 30309-3592

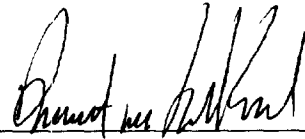
All telephone discussions should be directed to Robert H. G. Lockwood at (404) 815-3606.

WOLFF SYSTEM PATENT AG

Date: _____

1/16/02

By: _____



Robert H. G. Lockwood
Attorney for Wolff System Patent AG

Smith, Gambrell & Russell, LLP
Suite 3100, Promenade II
1230 Peachtree Street
Atlanta, Georgia 30309-3592
(404) 815-3500

CONTRACT OF MERGER

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

ASSETS	1996 CHF	PRIVIOUS YEAR CHF
CURRENT ASSETS		
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>
FIXED ASSETS		
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>
	<u>1.506.803</u>	<u>2.559.183</u>

BALANCE SHEET AS OF DECEMBER 31, 1996

LIABILITIES	1996 CHF	PREVIOUS YEAR
LIABILITIES		
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
EQUITY		
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
	1.506.803	2.559.183

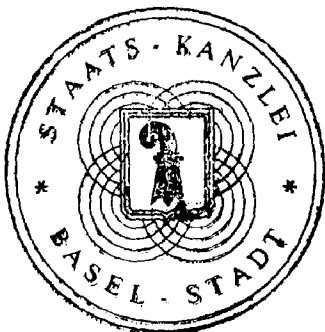
LEGALISATION

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 7th (seventh) May 1999 (nineteen-ninety-nine)

T. J. Me, 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. jur. Th. Geiser*
3. in seiner Eigenschaft als: *eff. Richter*
4. sie ist versehen mit dem Siegel/Stempel des (der): *Gemeinde*

Bestätigt **-7. Mai 1999**

5. in Basel (Bâle) 6. am

7. durch die Staatskanzlei des Kantons Basel-Stadt.....

8. unter Nr. *2'4274'955*

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

748.803

616.183

ANLAGEVERMÖGEN

Büroeinrichtungen, EDV	78.000	9.600
Fahrzeuge	80.000	133.400
Warenzeichen	600.000	1.800.000

758.000

1.943.000

1.506.803

2.559.183

BILANZ 31. DEZEMBER 1996

PASSIVEN

FREMDKAPITAL

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

1.123.662

2.259.027

EIGENKAPITAL

Aktienkapital	50.000	50.000
Gesetzliche Reserve	16.000	15.000
Bilanzgewinn:		
· Gewinnvortrag	234.156	230.889
· Jahresgewinn	82.985	4.267

317.141

235.156

383.141

300.156

1.506.803

2.559.183
