



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

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

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

1. Name of conveying party(ies):

IMI Cash Valve, Inc. 4-19-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Alabama
- Other _____

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

3. Nature of conveyance:

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

Execution Date: September 25, 2001

2. Name and address of receiving party(ies)

Name: The J.R. Clarkson Company

Internal
Address: _____

Street Address: Three Tyco Park

City: Exeter State: NH Zip: 03833

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Nevada
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1939380 (CASH ACME); 0708301 (CASH ACME); 0613075 (ECONO-THERM)

Additional number(s) attached Yes No

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

Name: Elizabeth A. O'Brien

Internal Address: _____

TYCO HEALTHCARE GROUP LP

Street Address: 15 Hampshire Street

City: Mansfield State: MA Zip: 02048

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:

190254

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Elizabeth A. O'Brien
Name of Person Signing

Elizabeth A. O'Brien
Signature

April 19, 2002
Date

5

05/01/2002 LKELLER 00000036 190254 1939380

01 FC:481 40.00 CH
02 FC:482 50.00 CH

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ARTICLES OF MERGER
OF

FILED # C-3123-86

IMI CASH VALVE, INC.
(subsidiary)

SEP 27 2001

IN THE OFFICE OF
DEAN HELLER, SECRETARY OF STATE

INTO

THE J.R. CLARKSON COMPANY
(parent)

FIRST: The J.R. Clarkson Company (hereinafter referred to as the "parent entity"), an entity of the jurisdiction of Nevada, owns all of the outstanding shares of each class of IMI Cash Valve, Inc. (hereinafter referred to as the "subsidiary entity"), an entity of the jurisdiction of Alabama.

SECOND: A plan of merger was adopted by each constituent entity, whereby the subsidiary entity is to be merged into the parent entity.

THIRD: Approval of the owners of the parent and subsidiary entity was not required.

FOURTH: The complete executed plan of merger (or exchange) is on file at the place of business of the parent entity located at Three Tyco Park, Exeter, New Hampshire 03833, and a copy of the plan will be furnished by the parent entity, on request and without cost, to any owner or any entity which is a party to this merger.

THE J.R. CLARKSON COMPANY

R. P. Mead

Robert P. Mead, President

Rose Carter Scoff

Rose Carter Scoff, Assistant Secretary

AGREEMENT AND PLAN OF MERGER

This agreement and plan of merger (this "Agreement and Plan of Merger") is dated as of the 25th day of September, 2001, and is between The J.R. Clarkson Company, a Nevada corporation ("Parent" or "Surviving Corporation") and IMI Cash Valve, Inc., an Alabama corporation (the "Merging Corporation").

WHEREAS, Parent owns 1,000 shares of the Merging Corporation, which represents all of the outstanding shares of the Merging Corporation.

WHEREAS, Parent is desirous of merging the Merging Corporation with and into itself.

WHEREAS, the Board of Directors and shareholders of each of the Surviving Corporation and the Merging Corporation have approved this Agreement and Plan of Merger pursuant to their respective Articles of Incorporation and their respective By-Laws.


NOW, THEREFORE, IT IS AGREED:

1. That the Merging Corporation shall be merged with and into Parent (the "Merger").
2. That Parent shall be the surviving corporation (the "Surviving Corporation") in the Merger.
3. That the Merger shall be effective upon the filing of the Articles of Merger with the Secretary of State of Nevada pursuant to the requirements of Section 92A,100(1) of the Nevada General Corporation Law and upon filing of the Articles of Merger with the Alabama Secretary of State pursuant to the requirements of Section 10-2B-11.05 of the Alabama Business Corporation Act (the "Effective Time").
4. That the Certificate of Incorporation of Parent in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation.
5. That the By-Laws of Parent in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation.
6. That the directors of Parent immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of Parent immediately prior to the Effective Time shall be the officers of the Surviving Corporation.
7. That each share of capital stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall be canceled and cease to exist without any consideration being payable therefor.

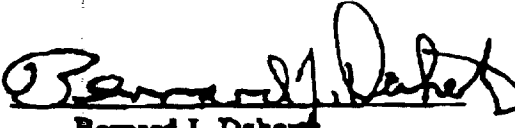
8. That at the Effective Time, Parent shall possess all the rights, privileges, immunities, power and purposes of the Merging Corporation, and shall by operation of law assume and be liable for all the liabilities, obligations and penalties of the Merging Corporation.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized representatives of each of the above named corporations, as of the day and year first above written.

THE J.R. CLARKSON COMPANY

By: 
Ryan K. Stafford
Vice President

IMI CASH VALVE, INC.

By: 
Bernard J. Doherty
Vice President