

07-08-2002

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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102146863

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

1. Name of conveying party(ies): 7-8-02
Healthscan, Inc.,
a California Corporation
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State CA
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: HealthScan America, Inc.
Internal Address: c/o Stephen J. Shapiro
Street Address: 151 No. San Vicente Blvd.,
Suite 206
City: Beverly Hills State: CA Zip: 90211
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 Other _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
(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: August 30, 2001


4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76015805
B. Trademark Registration No.(s) N/A
Additional number(s) attached Yes No

B. Trademark Registration No.(s) N/A
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: LEON LEWITT, ESQ.
Internal Address: Lewitt, Hackman, Shapiro,
Marshall & Harlan
Street Address: 16633 Ventura Boulevard
Suite 1100
City: Encino State: CA Zip: 91436

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
N/A

DO NOT USE THIS SPACE

9. Signature.
Stephen J. Shapiro, M.D.,
Name of Person Signing
President

Signature
August 30, 2001
Date
Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK
-REEL: 002538 FRAME: 0501



SECRETARY OF STATE

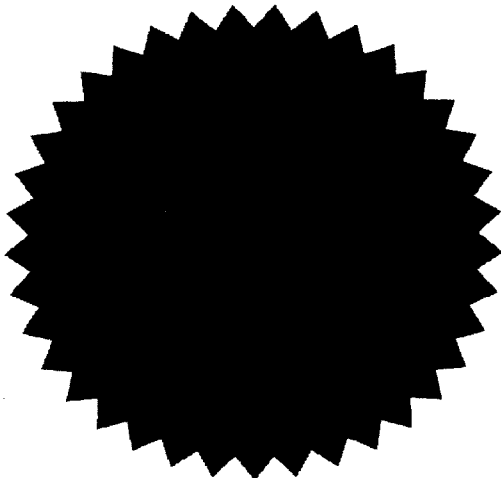
I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

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

SEP 7 2001

Secretary of State



AUG 30 2001

MERGER AGREEMENT

BILL JONES, Secretary of State

THIS MERGER AGREEMENT (this "Agreement") is made and entered into as of the 5th day of April, 2001, by and between HEALTHSCAN, INC., a California corporation ("Disappearing Corporation") and HEALTHSCAN AMERICA, INC., a California corporation ("Surviving Corporation"), with reference to the following:

ARTICLE I
RECITALS OF CONSTITUENT CORPORATIONS

1.01 Disappearing Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

1.02 Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

1.03 Surviving Corporation is to be the surviving corporation, as that term is defined in the General Corporation Law of California, to the merger described in this Agreement.

ARTICLE II
MERGER

2.01 Disappearing Corporation shall be merged into Surviving Corporation under the laws of the State of California.

2.02 The effective date of the merger shall be the date on which this Agreement with required officers' certificates attached is filed with the California Secretary of State.

ARTICLE III
TERMS AND CONDITIONS

3.01 Between the date of this Agreement and the date on which the merger shall become effective, neither constituent corporation shall:

- (a) declare or pay any dividends to its shareholders; or
- (b) except in the normal course of business and for adequate value, dispose of any of its assets.

3.02 If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in the Surviving Corporation the title to any property or rights of the Disappearing Corporation, or otherwise carry out the provisions hereof, the proper officers and directors of the Disappearing Corporation, as of the effective date of the merger, shall execute and deliver all proper deeds, assignments, confirmations, and assurances in law, and do all acts proper to vest, perfect and confirm title to the property or rights in the Surviving Corporation, and otherwise carry out the provisions of this Agreement.

ARTICLE IV
BASIS OF CONVERTING SHARES

4.01 (a) At the effective date of the merger, each share of the common stock of the Disappearing Corporation (other than shares held by the Disappearing Corporation as treasury shares) shall be converted into one hundred thirty one and twenty-five one hundredths (131.25) share(s) of common stock of the Surviving Corporation.

(b) Any shares of the Disappearing Corporation, common or preferred, held by the Disappearing Corporation in its treasury on the effective date of the merger shall be surrendered to the Surviving Corporation for cancellation.

4.02 Each holder of the shares of the Disappearing Corporation shall surrender his or her shares, properly endorsed, to the Surviving Corporation or its agent, and shall thereupon receive in exchange therefor, a certificate or certificates representing the number of shares of the Surviving Corporation into which the shares of the Disappearing Corporation have been converted.

4.03 The presently outstanding ninety-four thousand five hundred (94,500) shares of common stock of the Surviving Corporation held by the Disappearing Corporation shall be cancelled without consideration at the effective date of the merger; however, the remaining three thousand nine hundred thirty (3,930) shares of common stock of the Surviving Corporation shall remain outstanding.

ARTICLE V
DIRECTORS

5.01 The following named persons shall serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until such time as their successors have been elected and have qualified: Stephen J. Shapiro, M.D., Charles Laverty and Igor Greenberg.

ARTICLE VI
ARTICLES OF INCORPORATION

6.01 (a) ARTICLE FIVE of the articles of incorporation of the Surviving Corporation is amended to read as follows:

"FIVE: The amount of the total authorized capital stock of the corporation is Fifteen Million (15,000,000) shares. Ten Million (10,000,000) shares shall be classified as Common Stock and Five Million (5,000,000) shares shall be classified as Preferred Stock.

The preferred shares may be issued from time to time in one or more series. The Board of Directors is authorized to fix the number of shares and to determine the designation of any such series. The Board of Directors is also authorized to determine or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of preferred shares.”

(b) Except as amended in subsection (a), the articles of incorporation of the Surviving Corporation shall continue in full force as the articles of the surviving corporation until further amended as provided therein or as provided by law.

ARTICLE VII BYLAWS

7.01 The bylaws of the Surviving Corporation, as existing on the effective date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE VIII INTERPRETATION AND ENFORCEMENT

8.01 Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed

(a) in the case of the Disappearing Corporation to:

HealthScan, Inc.
c/o Philip Kaufler, Esq.
8383 Wilshire Blvd., Suite 830
Beverly Hills, California 90211

or to any other person or address as the Disappearing Corporation may from time to time furnish to the Surviving Corporation; and

(b) in the case of the Surviving Corporation to:

HealthScan America, Inc.
c/o Stephen J. Shapiro, M.D.
151 North San Vicente Blvd., Suite 207
Beverly Hills, California 90211

or to any other person or address as the Surviving Corporation may from time to time furnish to the Disappearing Corporation.

8.02 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

8.03 The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California, the state in which this Agreement is being executed.

IN WITNESS WHEREOF, the parties have executed this Agreement in Los Angeles, California.

“Disappearing Corporation”

HEALTHSCAN, INC., a California corporation

By: 

STEPHEN J. SHAPIRO, M.D., its President

By: 

PHILIP KAUFLE, its Secretary .

“Surviving Corporation”

HEALTHSCAN AMERICA, INC, a California corporation

By: 

STEPHEN J. SHAPIRO, M.D., its President

By: 

IGOR GREENBERG, its Secretary

OFFICERS' CERTIFICATE
OF
HEALTHSCAN AMERICA, INC.

We, the undersigned, do certify that:

1. We are, and at all times herein mentioned were, the duly elected or appointed and qualified President and Secretary of **HEALTHSCAN AMERICA, INC.** (hereinafter referred to as "the Corporation"), a corporation duly organized and existing under the laws of the State of California.
2. The Board of Directors and the shareholders of the Corporation approved the Merger Agreement in the form attached.
3. The shareholder approval was by the holders of one hundred percent (100%) of the outstanding shares of the Corporation.
4. There is only one class of shares and the number of shares outstanding is ninety-eight thousand four hundred and thirty (98,430).

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct of our own knowledge.

EXECUTED in Los Angeles County, California as of the 5th day of April, 2001.



STEPHEN J. SHAPIRO, M.D.,
President



IGOR GREENBERG,
Secretary

OFFICERS' CERTIFICATE

OF

HEALTHSCAN, INC.

We, the undersigned, do certify that:

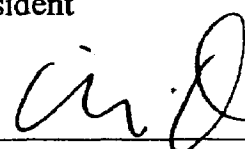
1. We are, and at all times herein mentioned, were the duly elected or appointed and qualified President and Secretary of **HEALTHSCAN, INC.** (hereinafter referred to as "the Corporation"), a corporation duly organized and existing under the laws of the State of California.
2. The Board of Directors and the shareholders of the Corporation approved the Merger Agreement in the form attached.
3. The shareholder approval was by the holders of one hundred percent (100%) of the outstanding shares of the Corporation.
4. There is only one class of shares and the number of shares outstanding is seven hundred twenty (720).

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct of our own knowledge.

EXECUTED at Los Angeles County, California as of the 5th day of April, 2001.



STEPHEN J. SHAPIRO, M.D.,
President



PHILIP KAUFLEER,
Secretary



TRADEMARK

RECORDED: 07/02/2002

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