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U.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): 2-13-03 ALM Surgical Equipment, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Arjo USA, Inc. Internal Address: Street Address: 50 North Gary Avenue City: Roselle State: IL Zip: 60172 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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: 12/2/2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1707945 1940934 1656160 1685189 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Bridget A. Short, Esq. Internal Address: Duane Morris LLP Street Address: 380 Lexington Avenue City: New York State: NY Zip: 10168

6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41): \$ 115 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 04-1679

DO NOT USE THIS SPACE

9. Signature. BRIDGET A. SHORT Signature Date 2/13/02 Total number of pages including cover sheet, attachments, and document: 6

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

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TRADEMARK REEL: 002672 FRAME: 0668

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made as of the latest date set forth below, pursuant to section 251 of the General Corporation Law of the State of Delaware, between ALM Surgical Equipment, Inc., a Delaware Corporation (hereinafter referred to as "SE" or the "Merged Corporation") and ARJO U.S.A., Inc., a Delaware Corporation (hereinafter referred to as "ARJO" or the "Surviving Corporation"). SE and ARJO are sometimes referred to herein individually as a "Constituent Corporation" and collectively as the "Constituent Corporations."

WHEREAS, each of the Constituent Corporations desire to merge into a single corporation, as hereinafter specified.

WHEREAS, SE is authorized to issue One Thousand (1,000) shares of common stock of which One Thousand (1,000) shares are issued and outstanding and owned of record by ALM SA, an incorporated company under the Laws of France registered at the Chamber of Commerce at Orleans Number RCS Orleans B 311 844 229, as of the date of this Agreement.

WHEREAS, ARJO is authorized to issue Ten Thousand (10,000) shares of common stock of which One Thousand Seven Hundred (1,700) shares are issued and outstanding and owned of record as of the date of this Agreement as follows: Eight Hundred Seventy Four (874) shares are owned by ARJO AB, an entity formed under the laws of Sweden, and Eight Hundred Twenty Six (826) shares are owned by Netherlands BV, an entity formed under the laws of the Netherlands.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: SE hereby merges itself with and into ARJO pursuant to the laws of the State of Delaware and the terms and conditions of this Agreement.

SECOND: The Certificate of Incorporation of ARJO as in effect on the date of the merger as provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of ARJO.

THIRD: The manner of converting the outstanding shares of capital stock of SE into the shares or other securities of ARJO shall be as follows:

(a) Each share of common stock of SE which shall be outstanding on the effective date of the merger, and all rights in respect thereof shall forthwith be changed and converted into twenty-eight thousandths (0.028) of a share of common stock of ARJO.

(b) After the effective date of the merger, each holder of an outstanding certificate representing shares of common stock of SE shall surrender the same to the secretary of ARJO and each such shareholder shall be entitled upon surrender to receive the number of shares of common

stock of ARJO on the basis provided herein. Until so surrendered, the outstanding shares of the stock of SE to be converted into stock of ARJO as provided herein may be treated by ARJO for all corporate purposes as evidencing the ownership of shares of ARJO as though said surrender and exchange has taken place. After the effective date of the merger, each registered owner of any uncertified shares of common stock of SE shall have said shares cancelled and said registered owner shall be entitled to the number of common shares of ARJO on the basis provided herein.

FOURTH: The Terms and conditions of the merger are as follows:

(a) The by-laws of ARJO as they shall exist on the effective date of the merger shall be and remain the by-laws of ARJO until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of ARJO shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) As soon as practicable after the execution of this Agreement, ARJO will file a Certificate of Merger, in the form as attached hereto, with the Delaware Secretary of State.

(d) This merger shall become effective upon filing with the Secretary of State of the State of Delaware.

(e) Upon the merger becoming effective, all property, rights, privileges, franchises, patents, trademarks licenses, registrations and other assets of every kind and description of SE shall be transferred to and vested in ARJO without further act or deed. SE hereby agrees from time to time, as and when requested by ARJO or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as ARJO may deem necessary of desirable in order to vest in and confirm as to ARJO title to and possession of any property of SE acquired or to be acquired by reason of as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of SE and the proper officers and directors of ARJO are fully authorized in the name of SE or otherwise to take any and all such action.

FIFTH: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties may execute this Agreement by signing any such counterpart.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS THEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and shareholders, have caused these presents to be executed by each party hereto as the respective act, deed and agreement of each of said corporations.

ALM Surgical Equipment, Inc.

By: _____

Michel Kerdales

Date: December _____, 2001

ARJO U.S.A., Inc.

By: _____

Michael Deeb
Michael Deeb

Date: December 20, 2001

SIGNATURE PAGE

IN WITNESS THEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and shareholders, have caused these presents to be executed by each party hereto as the respective act, deed and agreement of each of said corporations.

ALM Surgical Equipment, Inc.

By: ~~Michel Kerfines~~Date: December 20th, 2001

ARJO U.S.A., Inc.

By: _____

Michael Deeb

Date: December _____, 2001



February 10, 2003

This is to certify that the attached document is a true and accurate copy of the original.

A handwritten signature in black ink, appearing to read "R. Von Kaenel", written over a horizontal line.

Robert Von Kaenel
Vice President, Healthcare Marketing
& Business Development
Getinge/Castle, Inc.

A handwritten signature in black ink, appearing to read "Marilyn D. Kennard", written over a horizontal line.

Notary Public

MARILYN D. KENNARD
Notary Public in the State of New York
Monroe County
Commission Expires June 29, 2006
#01KE4998407