

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	04/30/2006		
<b>CONVEYING PARTY DATA</b>			
	Name	Formerly	Execution Date
	Entity Type		
Medical Research Laboratories, Inc.			04/18/2006
	CORPORATION: ILLINOIS		
<b>RECEIVING PARTY DATA</b>			
Name:	Welch Allyn Protocol, Inc.		
Street Address:	8500 SW Creekside Pl.		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97008		
Entity Type:	CORPORATION: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
	Property Type	Number	Word Mark
Registration Number:	2391258	SMARTVIEW	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(315)218-8100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	315-218-8530		
Email:	bskpto@bsk.com		
Correspondent Name:	David L. Nocilly		
Address Line 1:	One Lincoln Center		
Address Line 4:	Syracuse, NEW YORK 13202-1355		
ATTORNEY DOCKET NUMBER:	319982		
NAME OF SUBMITTER:	David L. Nocilly		
Signature:	/david l. nocilly/		

CH \$40.00 2391258

900135030

**TRADEMARK**  
 REEL: 003995 FRAME: 0470

Date:

05/28/2009

**Total Attachments: 7**

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# OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

APRIL 24, 2006

4936-754-6

CT CORPORATION SYSTEM  
600 S 2ND ST  
SPRINGFIELD IL 62704

RE MEDICAL RESEARCH LABORATORIES, INC.

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION. THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

THIS DOCUMENT MUST BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY IN WHICH THE REGISTERED OFFICE OF THE MERGING CORPORATION IS LOCATED.

SINCERELY,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE  
SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
TELEPHONE (217) 782-6961

FORM **BCA 11.25** (rev. Dec. 2003)  
**ARTICLES OF MERGER,  
 CONSOLIDATION OR EXCHANGE**  
 Business Corporation Act

Jesse White, Secretary of State  
 Department of Business Services  
 Springfield, IL 62766  
 Telephone (217) 782-6961  
 www.cyberdriveillinois.com

Remit payment in the form of a  
 check or money order payable  
 to the Secretary of State.

**FILED**

**APR 24 2006**

JESSE WHITE  
 SECRETARY OF STATE

The filing fee is \$100, but if merger or  
 consolidation involves more than 2  
 corporations, \$50 for each additional  
 corporation.

File # 4936-754-6 Filing Fee: \$ 100.00 Approved: lt  
 Submit in duplicate Type or Print clearly in black ink Do not write above this line

NOTE: Strike inapplicable words in items 1, 3 and 4.

1. Names of the corporations proposing to ~~consolidate~~ <sup>merge</sup> and the state or country of their incorporation:  
~~exchange shares~~

Name of Corporation	State or Country of Incorporation	Corporation File Number
<u>Medical Research Laboratories, Inc.</u>	<u>Illinois</u>	<u>49367546</u>
<u>Welch Allyn Protocol, Inc.</u>	<u>Oregon</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

*NR*

2. The laws of the state or country under which each corporation is incorporated permits such merger, consolidation or exchange.

3. (a) Name of the ~~new~~ <sup>surviving</sup> corporation: Welch Allyn Protocol, Inc.  
~~acquiring~~

(b) It shall be governed by the laws of: Oregon

If not sufficient space to cover this point, add one or more sheets of this size.

4. Plan of ~~consolidation~~ <sup>merger</sup> is as follows: see Agreement and Plan of Merger attached hereto.  
~~exchange~~

The Effective Date of the Merger shall be  
 April 30, 2006.

5. Plan of <sup>merger</sup> ~~consolidation~~ was approved, as to each corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois corporation, as follows:

*(The following items are not applicable to mergers under §11.30 — 90% owned subsidiary provisions. See Article 7.)*

*(Only "X" one box for each Illinois corporation)*

Name of Corporation	By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the articles of incorporation voted in favor of the action taken. (§ 11.20)	By written consent of the shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with § 7.10 (§ 11.20)	By written consent of ALL the shareholders entitled to vote on the action, in accordance with § 7.10 & § 11.20
<u>Medical Research Laboratories, Inc.</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. *(Not applicable if surviving, new or acquiring corporation is an Illinois corporation)*

It is agreed that, upon and after the issuance of a certificate of merger, consolidation or exchange by the Secretary of State of the State of Illinois:

- a. The surviving, new or acquiring corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such corporation organized under the laws of the State of Illinois against the surviving, new or acquiring corporation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring corporation to accept service of process in any such proceedings, and
- c. The surviving, new, or acquiring corporation will promptly pay to the dissenting shareholders of any corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of "The Business Corporation Act of 1983" of the State of Illinois with respect to the rights of dissenting shareholders.

7. (Complete this item if reporting a merger under § 11.30—90% owned subsidiary provisions.)

a. The number of outstanding shares of each class of each merging subsidiary corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent corporation, are:

Name of Corporation	Total Number of Shares Outstanding of Each Class	Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. (Not applicable to 100% owned subsidiaries)

The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary corporation was \_\_\_\_\_ (Month & Day) \_\_\_\_\_ (Year)

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary corporations received?  Yes  No

(If the answer is "No," the duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and of the notice of the right to dissent to the shareholders of each merging subsidiary corporation.)

8. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated April 18, 2006  
(Month & Day) (Year)

Medical Research Laboratories, Inc.  
(Exact Name of Corporation)

[Signature]  
(Any authorized officer's signature)

Kevin E. Cahill, V.P. and Treasurer  
(Type or Print Name and Title)

Dated April 18, 2006  
(Month & Day) (Year)

Weich Allyn Protocol, Inc.  
(Exact Name of Corporation)

[Signature]  
(Any authorized officer's signature)

M. Jack Rudnick, Secretary  
(Type or Print Name and Title)

Dated \_\_\_\_\_, \_\_\_\_\_  
(Month & Day) (Year)

\_\_\_\_\_  
(Exact Name of Corporation)

\_\_\_\_\_  
(Any authorized officer's signature)

\_\_\_\_\_  
(Type or Print Name and Title)

C-195.10

**AGREEMENT AND PLAN OF MERGER  
OF  
MEDICAL RESEARCH LABORATORIES, INC.  
INTO  
WELCH ALLYN PROTOCOL, INC.**

This AGREEMENT AND PLAN OF MERGER (the "Agreement") dated as of April 17, 2006, is entered into between MEDICAL RESEARCH LABORATORIES, INC., an Illinois corporation ("MRL"), and WELCH ALLYN PROTOCOL, INC., an Oregon corporation ("Protocol"), pursuant to Illinois Business Corporation Act sections 805 ILCS 5/11.15 - 805 ILCS 5/11.75 and Oregon Business Corporations Act sections 60.470 - 60.501 and sets forth the plan to merge MRL into Protocol (the "Merger").

**RECITALS**

**WHEREAS**, MRL and Protocol are wholly owned subsidiaries of Welch Allyn, Inc.; and

**WHEREAS**, the sole shareholder and Boards of Directors of MRL and Protocol believe it in the best interests of the parties for MRL to merge into Protocol; and

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

**Section 1. Names of Constituent Corporations:** The names of the constituent corporations are Medical Research Laboratories, Inc. and Welch Allyn Protocol, Inc.

**Section 2. Formation:** MRL was formed on December 31, 1968 by the filing of its Articles of Incorporation with the Illinois Department of State. Protocol was formed on November 18, 1985 by the filing of its Articles of Incorporation with the Oregon Department of State.

**Section 3. Surviving Corporation:** The name of the corporation surviving the Merger shall be Welch Allyn Protocol, Inc. (the "Surviving Corporation").

**Section 4. Effective Date of Merger:** The merger shall be effective . on April 30, 2006 ("the Effective Date").

**Section 5. Outstanding Shares:** Upon the Effective Date, each outstanding share of Protocol shall become an outstanding share of the Surviving Corporation, and the outstanding shares of MRL will be canceled without consideration.

**Section 6. Terms of Merger:** The terms and conditions of the Merger, which shall become effective on the Effective Date, are as follows:

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(a) *Certificate of Incorporation:* The Certificate of Incorporation of Protocol will be the Certificate of Incorporation of the Surviving Corporation and shall be unchanged by the Merger.

(b) *By-laws:* The By-laws of Protocol will be the By-laws of the Surviving Corporation and shall be unchanged by the Merger.

(c) *Board of Directors:* The Board of Directors of Protocol will be the Board of Directors of the Surviving Corporation and shall be unchanged by the Merger.

(d) *Officers:* The officers of Protocol will be the officers of the Surviving Corporation and shall be unchanged by the Merger.

Section 7. Effect of Merger:

(a) *Existence of MRL:* On the Effective Date, the separate existence of MRL shall cease and MRL shall be merged into Protocol.

(b) *Assets of MRL:* As a result of the Merger, Protocol shall possess all the rights, privileges, immunities, powers and franchises of a public as well as a private nature and shall be subject to all the restrictions, disabilities and duties of MRL, including, but not limited to, all property, real and personal, including causes of action; all debts due to each of the parties on whatever account; all assets and all other things in action or belonging to MRL.

(c) *Liabilities of MRL:* As a result of the Merger, Protocol shall assume and be liable for all liabilities and obligations of MRL. No liability or obligation due or to become due, claim or demands for any cause existing against or on behalf of MRL, or any officers or directors thereof, shall be released or impaired by the Merger.

(d) *Books and Records:* As a result of the Merger, the assets, liabilities, reserves and accounts of MRL shall each be continued on the books of Protocol in the amounts at which they shall have been carried on the respective books of MRL immediately prior to the Effective Date, subject to adjustments as may be appropriate in giving effect to the Merger.

Section 8. Authorization to Execute: The Board of Directors of MRL and Protocol, respectively, shall designate and authorize persons to execute any and all documents necessary to implement the provisions of this Agreement or to effect or facilitate the filing, recording or official approval of this Agreement and the Articles of Merger of MRL into Protocol (the "Articles of Merger") with the Illinois Department of State and the Oregon Department of State.

Section 9. Termination: Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated and abandoned by either party at any time prior to the date of filing the Articles of Merger with the Illinois Department of State and the Oregon Department of State.



**Section 10. Amendment:** This Agreement may be amended only in writing signed by both parties at any time prior to the date of filing the Articles of Merger with the Illinois Department of State and the Oregon Department of State.

**Section 11. Successors and Assigns:** This Agreement shall be binding upon and benefit the parties and their successors and assigns.

**Section 12. Severability:** If any provision contained herein is determined to be invalid, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

**Section 13. Section Headings Not Controlling:** Section headings found herein are for convenience of reference only and shall not control or alter the meaning of this Agreement.

**Section 14. Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon notwithstanding any conflict of laws.


**Section 15. Entire Agreement:** This Agreement constitutes the entire agreement between the parties with regard to the subject matter discussed herein and supersedes all prior agreements or understandings, whether oral or written.

**Section 16. Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which collectively shall be considered one and the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement and Plan of Merger have caused it to be executed by the authorized officer of each party hereto on the date first set forth above.

**MEDICAL RESEARCH LABORATORIES, INC.**

By: \_\_\_\_\_

  
Name: Kevin E. Cahill

Title: Vice President and Treasurer

**WELCH ALLYN PROTOCOL, INC.**

By: \_\_\_\_\_

  
Name: M. Jack Rudnick

Title: Secretary

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