

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2010		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDEX Security Services, Inc.		12/28/2010	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	MEDEX Global Group, Inc.		
Street Address:	8501 LaSalle Road		
Internal Address:	Suite 200		
City:	Towson		
State/Country:	MARYLAND		
Postal Code:	21286		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1939169	WORLD WATCH	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-344-8156		
Email:	jmklass@venable.com, trademarkdocket@venable.com		
Correspondent Name:	Andrew D. Price, Esq., Venable LLP		
Address Line 1:	575 7th Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	16523-252490		
NAME OF SUBMITTER:	Jeremy M. Klass		
Signature:	/jmklass/		

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REEL: 004484 FRAME: 0506

Date:

02/23/2011

Total Attachments: 8

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ARTICLES OF MERGER

MEDEX ASSISTANCE CORPORATION
(a Maryland Corporation)
MEDEX SECURITY SERVICES, INC.
(a Maryland Corporation)
ASI, INC.
(a Maryland Corporation)
with and into
MEDEX GLOBAL GROUP, INC.
(a Minnesota Corporation)

THIS IS TO CERTIFY THAT:

Pursuant to the provisions of the Minnesota Business Corporations Act governing the merger of foreign wholly-owned subsidiary corporations into their domestic parent corporation, MEDEX Global Group, Inc., a Minnesota corporation (the "Surviving Company") does hereby adopt the following Articles of Merger:

1. The Agreement and Plan of Merger (the "Plan of Merger") merging MEDEX Assistance Corporation, a Maryland corporation ("MAC"), MEDEX Security Services, Inc., a Maryland corporation ("MSS"), and ASI, Inc., a Maryland corporation ("ASI" and collectively with MSS and MAC, the "Merging Entities") into the Surviving Company, which was approved by the affirmative vote of at least a majority of the Board of Directors of the Surviving Company and each Merging Entity is attached hereto as Exhibit A.

2. The number of outstanding shares of each Merging Entity is as follows:

MAC: One Thousand (1,000) shares of common stock, \$0.01 par value per share (the "MAC Common Stock"), all of which are of one class and all of which are owned by the Surviving Company.

MSS: One Thousand (1,000) shares of common stock, \$0.01 par value per share (the "MSS Common Stock"), all of which are of one class and all of which are owned by the Surviving Company.

ASI: One Thousand (1,000) shares of common stock, \$0.01 par value per share (the "ASI Common Stock"), all of which are of one class and all of which are owned by the Surviving Company.

3. The Surviving Company, as the holder of all outstanding shares of each Merging Entity, waived the mailing of a copy of the Plan of Merger to itself.

4. Each Merging Entity was organized under the laws of the State of Maryland, which permits the merger of a Maryland corporation with and into a corporation of another

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jurisdiction; and the merger of the Merging Entities with and into the Surviving Company is in compliance with the laws of the State of Maryland.

5. The Merger shall become effective at 11:59 p.m. on December 31, 2010 (the "Effective Time").

[signature on next page]

I certify that I am authorized to execute this document and I further certify that I understand that by signing this document, I am subject to the penalties of perjury as set forth in Section 609.48 of the Minnesota Statutes as if I had signed this document under oath.

Executed on:

SURVIVING COMPANY:

MEDEX GLOBAL GROUP, INC.

December ^{28th}~~28~~, 2010

By:

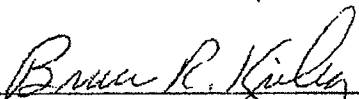

Bruce R. Kirby, President

EXHIBIT A

See Attached

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, is entered into this 28th day of December, 2010 (this "Agreement"), by and among MEDEX Global Group, Inc., a Minnesota corporation (the "Company"), and MEDEX Assistance Corporation, a Maryland corporation, MEDEX Security Services, Inc., a Maryland corporation, and ASI, Inc., a Maryland corporation (collectively, the "Subsidiaries").

RECITALS:

A. The Company owns directly all of the issued and outstanding shares of stock in the Subsidiaries;

B. The Subsidiaries desire to merge with and into the Company, and the Company desires that the Subsidiaries be merged with and into it; and

C. The board of directors of the Company and each of the Subsidiaries, have approved and authorized the merger of the Subsidiaries with and into the Company (the "Merger"), with the Company continuing as the surviving company (the "Surviving Company"), in accordance with Sections 302A.621 and 302A.613 of the Minnesota Business Corporations Act (the "MBCA") and the applicable laws of the state under which each of the Subsidiaries is formed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Subsidiaries hereby agree as follows:

ARTICLE 1

THE MERGER

1.1 Merger Effective Time. The Merger will be consummated by the parties hereto filing articles of merger with the Secretary of State of the State of Minnesota in accordance with the MBCA and articles of merger with the State Department of Assessments and Taxation of Maryland. The Merger shall become effective at 11:59 p.m. on December 31, 2010 (the "Effective Time").

1.2 The Merger. At the Effective Time:

(a) The Subsidiaries will merge with and into the Company, and the Company will continue as the surviving corporation.

(b) The separate existence of the Subsidiaries will cease, and the Surviving Company shall possess any and all purposes and powers of the Subsidiaries; and all leases, licenses, property, rights, privileges and powers of whatever nature and description of the Subsidiaries shall be transferred to, vested in, and devolved upon the Surviving Company, without further act or deed, and all of the debts, liabilities, duties

and obligations of the Subsidiaries will become the debts, liabilities, duties and obligations of the Surviving Company.

1.3 Merger Consideration; Effect on Shares. At the Effective Time, by virtue of the Merger and without any action on the part of the Company, the Subsidiaries or the stockholders of any class of securities thereof:

(a) Each share of capital stock of the Surviving Company issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and constitute the only issued and outstanding shares of stock of the Surviving Company;

(b) Each share of capital stock of each of the Subsidiaries (the "Shares") issued and outstanding immediately prior to the Effective Time shall automatically be cancelled and retired without any conversion thereof and shall cease to exist, and no cash or other consideration shall be delivered or deliverable in exchange therefore; and

(c) Any holder of a certificate representing any such cancelled and retired Share, or each person listed in the books of the Subsidiaries as owning any Share, will cease to have any rights with respect to such cancelled and retired Share.

ARTICLE 2

THE SURVIVING COMPANY

2.1 Articles of Incorporation. The articles of incorporation of the Company in effect immediately prior to the Effective Time (the "Articles of Incorporation") will be the articles of incorporation of the Surviving Company following the Merger, until changed or amended as provided therein or by applicable law.

2.2 Bylaws. The Bylaws of the Company in effect immediately prior to the Effective Time (the "Bylaws") will be the bylaws of the Surviving Company following the Merger, until changed or amended as provided therein or by applicable law.

2.3 Directors; Officers. The directors of the Company immediately prior to the Effective Time shall continue as the directors of the Surviving Company following the Merger, until their successors have been duly elected and qualified, as provided in the Bylaws and the Articles of Incorporation. The officers of the Company immediately prior to the Effective Time shall continue as the officers of the Surviving Company following the Merger, until their successors have been duly elected and qualified, as provided in the Bylaws and the Articles of Incorporation.

ARTICLE 3

MISCELLANEOUS

3.1 Amendment; Waiver. At any time before the Effective Time, the Company and the Subsidiaries, to the extent permitted by the MBCA and other applicable law, by written agreement, may amend, modify or supplement any provision of this Agreement.

3.2 Entire Agreement; Assignment. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Company and the Subsidiaries with respect to the subject matter hereof. Neither this Agreement nor any right, interest or obligation under this Agreement may be assigned, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party hereto.

3.3 Governing Law. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Minnesota, regardless of the laws that might otherwise govern under principles of conflicts of laws applicable thereto.

3.4 Parties in Interest. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

3.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement, and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement and Plan of Merger as of the date first above set forth.

MEDEX GLOBAL GROUP, INC.

By: Bruce R. Kirby
Bruce R. Kirby, President

MEDEX ASSISTANCE CORPORATION

By: Bruce R. Kirby
Bruce R. Kirby, President

MEDEX SECURITY SERVICES, INC.

By: Bruce R. Kirby
Bruce R. Kirby, President

ASI, INC.

By: Bruce R. Kirby
Bruce R. Kirby, President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

DEC 29 2010

Mark Ritchie
Secretary of State

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[Signature Page to Subsidiaries Merger Agreement]

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