

11-19-2001



101897184

Attorney Docket Number  
10771-016-999



TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS  
Box Assignment  
Washington, DC 20231

Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Ecostar International L.P. <u>11-14-01</u> 181 Cooper Avenue Tonawanda, NY 14150-6645</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <b>NOVON International L.P.</b> Address: 181 Cooper Avenue Tonawanda, NY 14150-6645</p> <p>Country (if other than USA):</p>
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>January 20, 1995</u></p>	

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 07/266,834 | B. Patent No.(s) 4,931,488

Additional numbers attached?  Yes  No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:  PENNIE &amp; EDMONDS LLP 1667 K Street, N.W. Washington, D.C. 20006</p>	<p>6. Number of applications and patents involved: <u>one</u></p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>40.00</u> Please charge to the deposit account listed in Section 8.</p> <p>8. Deposit account number: <u>16-1150</u></p>
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**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.*

Paul E. Dietze Reg. No. 45,627 For Frank E. Morris November 14, 2001  
For: Frank E. Morris Reg. No. 24,614 Signature Date  
Name of Person Signing Reg. No.

Total number of pages including cover sheet: eight

11/16/2001 LNUELLER 00000007 161150 07266834

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

**PATENT**  
**REEL: 012302 FRAME: 0426**

DC1 - 307685.1

CERTIFICATE OF MERGER

OF

ECOSTAR INTERNATIONAL L.P.  
(A Delaware Limited Partnership)

INTO

NOVON INTERNATIONAL, INC.  
(A Delaware Corporation)

NOVON INTERNATIONAL, INC., a corporation incorporated under the Delaware General Corporation Law (the "DGCL"), for the purpose of merging a corporation and a limited partnership pursuant to Section 263 of the DGCL, hereby certifies that:

1. The following are the names and jurisdictions of formation of the corporation and limited partnership that are to be merged:

<u>Name</u>	<u>Jurisdiction</u>
NOVON INTERNATIONAL, INC.	Delaware
ECOSTAR INTERNATIONAL L.P.	Delaware

2. An agreement of merger has been approved, adopted, certified, executed and acknowledged by the corporation which will survive the merger in accordance with Section 263 of the DGCL and by the limited partnership to be merged in accordance with Section 17-211 of the Revised Uniform Limited Partnership Act of Delaware (the "Act").

3. The name of the surviving domestic corporation is NOVON INTERNATIONAL, INC.

4. The merger shall become effective on the date of filing of this Certificate of Merger.

5. The certificate of incorporation of NOVON INTERNATIONAL, INC. shall be the certificate of incorporation of the surviving domestic corporation.

6. The executed agreement of merger is on file at 181 Cooper Avenue, Suite 112, Tonawanda, New York 14150, the place of business of NOVON INTERNATIONAL, INC., the surviving domestic corporation.

7. A copy of the agreement of merger will be furnished by NOVON INTERNATIONAL, INC., the surviving domestic

corporation, on request and without cost, to any stockholder of NOVON INTERNATIONAL, INC. or to any partner of ECOSTAR INTERNATIONAL L.P.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 26<sup>th</sup> day of January, 1995 and is being filed in accordance with Section 263 of the DGCL and Section 17-211 of the Act.

NOVON INTERNATIONAL, INC.

By   
Gerald S. Dennis, President

182598

## AGREEMENT OF MERGER

20 THIS AGREEMENT OF MERGER (the "Agreement") made this day of January, 1995, is by and between NOVON INTERNATIONAL, INC., a Delaware corporation ("Novon"), and ECOSTAR INTERNATIONAL L.P., a Delaware limited partnership ("Ecostar").

WHEREAS, Ecostar and Novon desire to effect a merger (the "Merger") of Ecostar into Novon pursuant to Section 17-211 of the Revised Uniform Limited Partnership Act of the State of Delaware (the "Act") and Section 263 of the General Corporation Law of the State of Delaware (the "DGCL").

NOW, THEREFORE, the parties hereto agree upon and prescribe the terms and conditions of the merger and of carrying the same into effect:

Ecostar shall be merged into Novon in accordance with the following Agreement of Merger:

1. Names. The names of the constituent corporations are Ecostar and Novon. The name of the surviving corporation is Novon International, Inc.
2. Effective Date. For the purposes of this Agreement, the effective date of the Merger shall be the date a Certificate of Merger accomplishing the Merger shall be filed in the office of the Secretary of State of the State of Delaware ("Effective Date").
3. The Merger. On the Effective Date, Ecostar shall be merged with and into Novon, which shall continue to be governed by the laws of the State of Delaware, and the separate existence of Ecostar shall thereupon cease. Novon, as the surviving corporation, is sometimes referred to as the "Surviving Corporation." Ecostar and Novon are sometimes referred to herein as the "Constituent Entities". The merger shall be pursuant to the provisions and with the effect provided in the DGCL.
4. Conversion of Stock and Partnership Interests. The manner of converting the outstanding shares of capital stock of Novon and the outstanding partnership interests of Ecostar on the Effective Date shall be as follows:
  - a. Gerald S. Dennis shall receive \$25.00 cash consideration in exchange for the 1 issued and outstanding share of Novon owned by him and, upon

receipt of stock certificate No. 1 of Novon representing such share, duly endorsed for transfer to Novon or accompanied by a duly executed stock power, such share shall be cancelled and returned to the status of authorized but unissued stock. Notwithstanding the foregoing, all rights of Gerald S. Dennis as a stockholder of Novon and all other rights attributable to the 1 share of Novon held by him immediately prior to the Effective Date, shall automatically cease as of the Effective Date, other than the right to receive the cash consideration recited above;

b. Each of the limited partners of Ecostar immediately prior to the Effective Date, as listed on Exhibit A attached to this Agreement, shall receive that number of shares of Novon listed opposite his, her or its name on said Exhibit A, which number of shares shall be in proportion to such partners' partnership interest in Ecostar immediately prior to the Effective Date. Novon shall issue stock certificates to each of the limited partners listed on Exhibit A and shall take all other steps necessary to effectuate the provisions of this paragraph; and

c. The general partner of Ecostar, Ecostar International, Inc., shall receive, in exchange for its partnership interest in Ecostar, the consideration listed on or described in Exhibit A.

5. Certificate of Incorporation. On the Effective Date of the Merger, the Certificate of Incorporation of Novon as in effect immediately prior to the Effective Date shall continue to be the Certificate of Incorporation of the Surviving Corporation.
6. By-laws. On the Effective Date, the By-laws of Novon as in effect immediately prior to the Effective Date, shall continue to be the By-laws of the Surviving Corporation in full force and effect until the same shall be altered, amended or repealed as therein provided.
7. Directors and Officers. The persons who are directors of Novon immediately prior to the Effective Date shall, on and after the Effective Date, continue as directors of the Surviving Corporation without change until their successors

have been elected and qualified or until their earlier death, removal and resignation.

The persons who are officers of Novon prior to the Effective Date shall, on and after the Effective Date, continue as officers of the Surviving Corporation without change until their successors have been elected and qualified or until their earlier death, removal or resignation.

8. Rights and Duties of Novon as the Surviving Corporation. On the Effective Date, for all purposes the separate existence of Ecostar shall cease, and Ecostar shall be merged with and into Novon, which, as the Surviving Corporation, shall thereupon and thereafter possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities so merged; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to any of the Constituent Entities on whatever account, as well as for stock subscriptions as for all other things in action or belonging to each of such Constituent Entities, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises (including, without limitation, all patents, trademarks, copyrights, applications therefor, and inventions) and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the several and respective Constituent Entities, and the title to any real estate vested by deed or otherwise, under the laws of the State of Delaware or any other state in any of such Constituent Entities, shall not revert or be in any way impaired by reason of the DGCL, the Act or the laws of any other state; provided that all rights of creditors and all liens upon any property of any of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the respective Constituent Entities shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. If at any time the Surviving Corporation shall consider or be advised that any

further assignment or assurances in law or any things are necessary or desirable to vest in the Surviving Corporation, according to the terms hereof, the title of any property or rights of Ecostar the last acting officers and directors of Ecostar, as the case may be, or the corresponding officers and directors of the Surviving Corporation shall and will execute and make all such proper assignments and assurances and do all things necessary or proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, each party hereto has executed this instrument as of the day and year first above written and hereby affirms, under penalties of perjury, that this instrument is its act and deed.

Attest:

NOVON INTERNATIONAL, INC.

By Lisa McKigney  
Lisa McKigney, Secretary

By Gerald S. Dennis  
Gerald S. Dennis, President

Attest:

ECOSTAR INTERNATIONAL L.P.  
By Ecostar International, Inc.  
general partner

By Lisa McKigney  
Lisa McKigney, Secretary

By Robert H. Downie  
Robert H. Downie, President

EXHIBIT A

I. LIMITED PARTNERS

<u>Name of Partner</u>	<u>Partnership Interest</u>	<u>Shares of Novon</u>
Bateman Associates, Inc.	16.06%	160.6
R.H. Downie	60.46%	604.6
D & N (IVAX)	13.50%	135.0
G. Saluti	5.22%	52.2
Sabella	0.73%	7.3
988274 Ontario Ltd.	0.45%	4.5
Keith MacDonald	0.45%	4.5
Stu Issac	0.45%	4.5
John Measer	0.45%	4.5
D.J. McMahon	0.80%	8.0
Wed. Group	0.45%	4.5
G.M. Chapman	0.60%	6.0
J. Yeh	0.30%	3.0
L.A. McKigney	<u>0.08%</u>	<u>0.8</u>
	100.0%	1,000

II. GENERAL PARTNER