

07-01-2003

RE



IT

TO THE ASSISTANT COMMISSIONER FOR .

102486585

documents or copy thereof.

1. Name of conveying party:

Nobel Biocare USA, Inc.

(X) Corporation - Delaware

Additional name of conveying party attached?

() Yes (X) No

2. Name and address of receiving party:

Name: Nobel Biocare USA, Inc.

Street Address: 22895 Eastpark Drive

City: Yorba Linda State: CA ZIP: 92887

(X) Corporation - California

Additional name of receiving party attached?

() Yes (X) No

3. Nature of conveyance:

() Assignment

() Merger

() Security Agreement

() Change of Name

(X) Other: Change of State of Incorporation

4. Application numbers or Patent numbers:

(X) Patent No.: 4,826,434 Issue Date: May 2, 1989

(X) Patent No.: ~~5,030,096~~ Issue Date: July 9, 1991

(X) Patent No.: 5,525,314 Issue Date: June 11, 1996

Additional numbers attached? () Yes (X) No

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) December 31, 1998

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rabinder N. Narula

KNOBBE, MARTENS, OLSON & BEAR, LLP

Customer No. 20,995

Internal Address: Fourteenth Floor

Street Address: 2040 Main Street

City: Irvine State: CA ZIP: 92614

Attorney's Docket No.: NOBELB.001/003/051A

7. Total fee (37 CFR 1.21(h)): \$120

(X) Enclosed

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 3

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.

Rabinder N. Narula

Name of Person Signing

Signature

Date

53,371

Registration No.

Total number of pages including cover sheet, attachments and document: 16

Mail documents to be recorded with required cover sheet information to:

06/30/2003 ECOOPER 00000077 4826434

01 FC:8021

120.00 OP

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

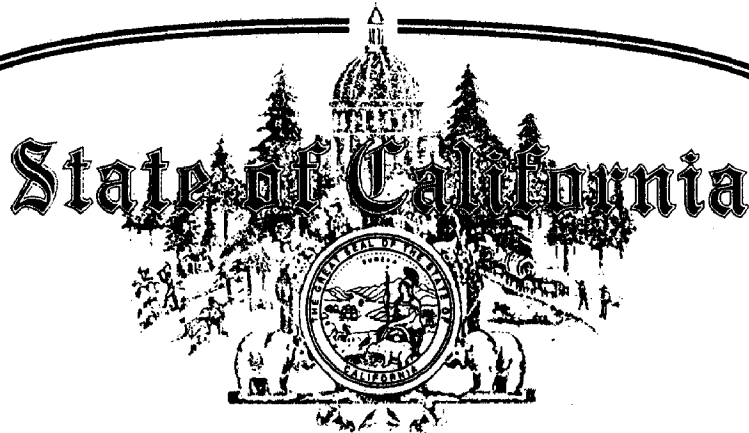
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FINANCE SECTION



06-12-2000

U.S. Patent & TMOs/TM Mail Rcpt Dt. #54



SECRETARY OF STATE

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

That the attached transcript of 14 page(s) was prepared by and in this office from the record on file, 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

MAY 2 2 2000



Bill Jones

Secretary of State

2126659 sum

In the office of the Secretary of State
of the State of California

Bill Jones
"BILL JONES, Secretary of State

S-O OPERATING CORP.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 31st day of December, 1998, among Nobel Biocare USA Acquisitions, Inc. ("Acquirer"), a California corporation, Nobel Biocare USA, Inc. ("NB USA"), a Delaware corporation (formerly known as "Steri-Oss, Inc."), Nobel Biocare Ex, Inc. ("NB EX"), a Delaware corporation (formerly known as "Nobel Biocare USA, Inc."), and S-O Operating Corp. ("S-O Corp."), a Delaware corporation. Acquirer, NB USA, NB EX and S-O Corp. are sometimes collectively referred to herein as the "Constituent Corporations."

RECITALS

A. Acquirer was incorporated in 1998 under the laws of the State of California. The authorized capital stock of Acquirer consists of 5,000,000 shares of Preferred Stock, \$0.001 par value per share, of which no shares have been issued, and 30,000,000 shares of Common Stock, \$0.001 par value per share ("Acquirer Common Stock"), of which 100 shares are issued and outstanding as of the date hereof.

C. NB EX was incorporated in 1996 under the laws of the State of Delaware. The authorized capital stock of NB EX consists of 10,000 shares of Common Stock, \$100.00 par value per share ("NB EX Common Stock"), of which 5,000 shares are issued and outstanding as of the date hereof.

D. NB USA was incorporated in 1996 under the laws of the State of Delaware. The authorized capital stock of NB USA consists of 1,000 shares of Common Stock, \$0.01 par value per share ("NB USA Common Stock"), of which 100 shares are issued and outstanding as of the date hereof.

E. S-O Corp. was incorporated in 1996 under the laws of the State of Delaware. The authorized capital stock of S-O Corp. consists of 1,000 shares of Common Stock, \$0.01 par value per share ("S-O Common Stock"), of which all 1,000 shares are issued and outstanding as of the date hereof.

F. Nobel Biocare AB, a corporation organized under and governed by the laws of Sweden, owns all of the outstanding capital stock of each of Acquirer, NB USA, NB EX and S-O Corp.

G. The Board of Directors of each of the Constituent Corporations deems it advisable and in the best interests of each of the Constituent Corporations and their respective shareholders and stockholders, as the case may be, that NB USA, NB EX and S-O Corp. (collectively the "Disappearing Corporations") be merged into and with Acquirer as permitted by the California General Corporation Law and the Delaware General Corporation Law, under and pursuant to the terms and conditions hereinafter set forth.

H. The Board of Directors and shareholders or stockholders, as the case may be, of each of the Constituent Corporations have approved this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, Acquirer, NB USA, NB EX and S-O Corp. agree to merge pursuant to the following terms and conditions:

1. Merger.

1.1. **Merger.** Upon the filing of this Agreement with the California Secretary of State, each of the Disappearing Corporations shall be merged into and with Acquirer (the "**Merger**"), with Acquirer as the surviving corporation.

1.2. Effective Date. The date on which the Merger occurs and becomes effective is hereby defined to be and is hereinafter referred to as the Effective Date. The Merger shall occur and be effective on the date that this duly executed and acknowledged Agreement and Plan of Merger is filed with the California Secretary of State as provided in the California General Corporation Law. The Constituent Corporations currently intend that the Effective Date shall be December 31, 1998 but such date may be changed with the approval of the Constituent Corporations.

1.3. **Surviving Corporation.** Acquirer, as the surviving corporation (sometimes referred to herein as the "**Surviving Corporation**") shall continue its corporate existence under the laws of the State of California. On the Effective Date, the separate corporate existence and corporate organization of each of the Disappearing Corporations, except insofar as it may be continued by operation of law, shall be terminated and shall cease.

2. Articles of Incorporation and Bylaws.

(a) The Articles of Incorporation of Acquirer, as in effect on the Effective Date, shall be and remain (until amended or repealed as provided by law) the Articles of Incorporation of the Surviving Corporation, except that the name of Acquirer shall be changed to "Nobel Biocare USA, Inc."

(b) The Bylaws of Acquirer, as in effect on the Effective Date, shall be and remain (until amended or repealed as provided by law) the Bylaws of the Surviving Corporation.

3. Officers and Directors.

The officers and directors of Acquirer immediately prior to the Merger shall be and remain the officers and directors, respectively, of the Surviving Corporation.

4. Effect of Merger on Outstanding Shares.

4.1. **Acquirer.** On the Effective Date, each share of Acquirer Common Stock issued and outstanding immediately prior to the Merger shall be unaffected by the Merger and shall remain outstanding.

4.2. NB USA. On the Effective Date, each share of NB USA Common Stock issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and shall be canceled, and no shares shall be issued in exchange therefor.

4.3. NB EX. On the Effective Date, each share of NB EX Common Stock issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and shall be canceled, and no shares shall be issued in exchange therefor.

4.4. S-O Corp. On the Effective Date, each share of S-O Common Stock issued and outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and shall be canceled, and no shares shall be issued in exchange therefor.

5. Transfer Provisions.

5.1. Transfer of Assets and Liabilities. On the Effective Date, the rights, privileges, powers, property and franchises and all other interests of each of the Disappearing Corporations shall be transferred to, vested in and possessed by the Surviving Corporation, subject to all the disabilities, duties and restrictions of or upon each of the Disappearing Corporations; and all property, real, personal and mixed, of each of the Disappearing Corporations, and all debts due to each of the Disappearing Corporations on whatever account, and all things in action or belonging to each of the Disappearing Corporations shall be transferred to and vested in the Surviving Corporation. All property, rights, privileges, powers and franchises, and every other interest shall thereafter be the property of the Surviving Corporation as they were of the Disappearing Corporations, and all title to real property vested by deed or otherwise in any of the Disappearing Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that the liabilities of each of the Disappearing Corporations and of its shareholders or stockholders, as the case may be, officers and directors shall not be affected, and all rights of creditors and directors shall not be affected, and all rights of creditors and all liens upon any property of any of the Disappearing Corporations shall be preserved unimpaired, and any claim, action or proceeding existing or pending by or against any of the Disappearing Corporations may be prosecuted to judgment as if such Merger had not taken place except as they may be modified with the consent of such creditors and all debts, liabilities and duties of or upon each of the Disappearing Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

5.2. Further Actions. Each of the parties hereto shall, following the Merger, and without charge to the other, take such additional actions and execute, deliver and file such additional instruments as may be reasonably required to give effect to the transactions contemplated hereby. The parties further agree that from time to time and when requested by the Surviving Corporation, to the extent permitted by law, the officers and directors of Acquirer are fully authorized in the name of each of the Disappearing Corporations or otherwise to execute and deliver all such deeds, assignments, confirmations, assurances and other instruments and to take all such further actions as the Surviving Corporation may deem necessary or appropriate in

7.4. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original instrument, but all of such counterparts together shall constitute one and the same instrument.

7.5 Forwarding Address. The forwarding address for the Disappearing Corporations shall be Nobel Biocare USA, Inc., 22895 Eastpark Drive, Yorba Linda, CA 92887

7.6 Service of Process. The Surviving Corporation (a) hereby agrees that it may be served with process in the state of Delaware in any proceeding for enforcement of any obligation of any Disappearing Corporation, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right, if any, of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation Law, (b) hereby irrevocably appoints the Secretary of the State of Delaware as its agent to accept service of process in any such suit or other proceeding; and (c) hereby that a copy of such process shall be mailed by the Secretary of the State of Delaware to the address set forth in Section 7.5 above.

**** Signature Page to Agreement and Plan of Merger ****

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolutions adopted by their respective shareholders or stockholders, as the case may be, and Boards of Directors, have caused this Agreement and Plan of Merger to be executed by the officers set forth below as of the day and year first above written.

“ACQUIRER”

NOBEL BIOCARRE USA ACQUISITIONS, INC.,
a California corporation

By: Martin J. Dymek
Martin J. Dymek
Its President

By: Bruce D. Nye
 Bruce D. Nye
 Its Secretary

"NB EX"

NOBEL BIO CARE EX, INC., a Delaware corporation

By: James Derleth
Its President

By: Bruce D. Nye
Bruce D. Nye
Its Secretary

"NB USA"

NB USA, INC., a Delaware corporation

By: Martin J. Dymek
Martin J. Dymek
Its President

By: Bruce D. Nye
Bruce D. Nye
Its Secretary

"S-O CORP."

S-O OPERATING CORP., a Delaware corporation

By: Martin J. Dymek
Martin J. Dymek
Its President

By: B. D. Nye
Bruce D. Nye
Its Secretary

**** Signature Page to Agreement and Plan of Merger ****

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolutions adopted by their respective shareholders or stockholders, as the case may be, and Boards of Directors, have caused this Agreement and Plan of Merger to be executed by the officers set forth below as of the day and year first above written.

"ACQUIRER"

NOBEL BIOCARE USA ACQUISITIONS, INC.,
a California corporation

By: _____
Martin J. Dymek
Its President

By: _____
Bruce D. Nye
Its Secretary

"NB EX"

NOBEL BIOCARE EX, INC., a Delaware corporation

By: James Berleth
James Berleth
Its President

By: _____
Bruce D. Nye
Its Secretary

"NB USA"

NB USA, INC., a Delaware corporation

By: _____
Martin J. Dymek
Its President

By: _____
Bruce D. Nye
Its Secretary

"S-O CORP."

S-O OPERATING CORP., a Delaware corporation

By: _____
Martin J. Dymek
Its President

By: _____
Bruce D. Nye
Its Secretary

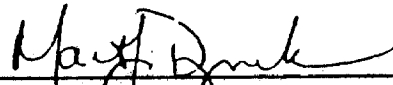
CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

Martin J. Dymek and Bruce D. Nye hereby certify that:

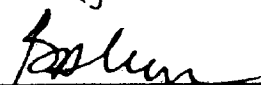
1. They are the President and the Secretary, respectively, of Nobel Biocare USA Acquisitions, Inc., a California corporation (the "Corporation").
2. The Agreement and Plan of Merger in the form attached hereto was duly approved by the Board of Directors and the shareholders of the Corporation.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation.
4. The Corporation has two classes of shares, designated Preferred Stock and Common Stock, respectively, and the number of shares outstanding for each such class is 0 shares of Preferred Stock and 100 shares of Common Stock.

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: December 31, 1998



Martin J. Dymek, President



Bruce D. Nye, Secretary

CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

James Berleth and Bruce D. Nye hereby certify that:

1. They are the President and the Secretary, respectively, of Nobel Biocare Ex, Inc., a Delaware corporation (the "Corporation").
2. The Agreement and Plan of Merger in the form attached hereto was duly approved by the Board of Directors and the stockholders of the Corporation.
3. The stockholder approval was by the holder of 100% of the outstanding shares of the Corporation.
4. The Corporation has only one class of shares and the number of shares outstanding is 5,000.

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of my own knowledge.

Dated: December 31, 1998


James Berleth, President

Bruce D. Nye, Secretary

PATENT

REEL: 014210 FRAME: 0773

James Berleth and Bruce D. Nye hereby certify that:

- We declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of my own knowledge.

James Derleth, President

Bruce D. Nye, Secretary

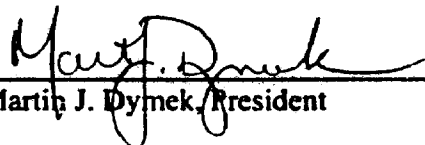
CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER


Martin J. Dymek and Bruce D. Nye hereby certify that:

1. They are the President and the Secretary, respectively, of Nobel Biocare USA, Inc., a Delaware corporation (the "Corporation").
2. The Agreement and Plan of Merger in the form attached hereto was duly approved by the Board of Directors and the stockholders of the Corporation.
3. The stockholder approval was by the holder of 100% of the outstanding shares of the Corporation.
4. The Corporation has only one class of shares and the number of shares outstanding is 100.

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: December 31, 1998


Martin J. Dymek, President


Bruce D. Nye, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Martin J. Dymek and Bruce D. Nye hereby certify that:

1. They are the President and Secretary, respectively, of S-O Operating Corp., a Delaware corporation (the "Corporation").
2. The Agreement and Plan of Merger in the form attached hereto was duly approved by the Board of Directors and the stockholders of the Corporation.
3. The stockholder approval was by the holder of 100% of the outstanding shares of the Corporation.
4. The Corporation has only one class of shares and the number of shares outstanding is 1,000.

We declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

Dated: December 31, 1998


Martin D. Dymek, President

Bruce D. Nye
Bruce D. Nye, Secretary