

**RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

54330/298960

To the Director of the U.S. Patents and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

PATENTSMITH ACQUISITION CORPORATION

Execution Date(s) February 8, 1995

Additional name of conveying party(ies) attached? ☐ Yes ☒ No**2. Name and address of receiving party(ies)**

Name: PATENTSMITH CORPORATION

Internal Address: Suite 1600, L.B. 16

Street Address: 1845 Woodall Rodgers Freeway

City: Dallas

State: Texas

Country: USA

Zip: 75201

Additional Name(s) & address(es) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☒ Change of Name
- ☐ Government Interest Assignment
- ☐ Executive Order 9424, Confirmatory License
- ☐ Other

**4. Application number(s) or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,423,248

5,398,666

Additional numbers attached? ☐ Yes ☒ No**5. Name and address of party to whom correspondence concerning this document should be faxed:**

Name: Angela M. Rossi, Patent Paralegal

Internal Address: Kilpatrick Stockton LLP

Suite 2800

Street Address: 1100 Peachtree Street

City: Atlanta

State: Georgia Zip: 30309

Phone Number: 404.815.6446

Fax Number: 404.541.3375

Email Address: Arossi@KilpatrickStockton.com

**6. Total number of applications and patents involved:** 02**7. Total fee (37 CFR 1.21(h) & 3.41)** \$80

- ☐ Authorized to be charged by credit card
- ☒ Authorized to be charged to deposit account
- ☐ Enclosed
- ☐ None required (government interest not affecting title)

**8. Payment Information**a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 11-0855

Authorized User Name \_\_\_\_\_

**9. Signature :**Vaibhav P. Kadaba

Signature

Vaibhav P. Kadaba, Reg. No. 45,865

2/11/05

Date

Total number of pages including cover sheet, attachments, and documents

04

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**EXHIBIT****"A"****PLAN OF MERGER**

**THIS PLAN OF MERGER** (the "Plan") is made and entered into as of this 8 day of February, 1995 by and among **PATENTSMITH CORPORATION**, a Texas corporation ("Patentsmith"), and **PATENTSMITH ACQUISITION CORPORATION**, a Texas corporation ("Acquisition").

**RECITALS**

**WHEREAS**, Patentsmith is a wholly owned subsidiary of Acquisition; and

**WHEREAS**, Patentsmith has agreed to merge with and into Acquisition, and Acquisition has agreed to merge Patentsmith with and into itself; and

**WHEREAS**, the respective Boards of Directors and shareholders of Patentsmith and Acquisition deem the terms and conditions of this merger (the "Merger") to be desirable and in the best interests of their respective shareholders; and

**WHEREAS**, this Plan of Merger was approved by the shareholders and Board of Directors of the undersigned corporations; and

**WHEREAS**, the terms and conditions of the Merger, the mode of carrying the same into effect, the manner and basis of converting the shares of each corporation and such other facts, details, and provisions as the parties desire to be stated in this Plan are set forth below.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements contained herein, the parties hereby agree as follows:

**ARTICLE 1.  
THE MERGER**

**1.1. Merger.** At the Effective Time (as defined in Section 1.2 below), Patentsmith shall be merged with and into Acquisition and the separate existence of Patentsmith shall cease. Acquisition, as the surviving corporation (the "Surviving Corporation"), shall continue to exist by virtue of and shall be governed by the laws of the State of Texas and shall succeed to all rights, assets, liabilities and obligations of Patentsmith and Acquisition in accordance with provisions of the Texas Business Corporation Act.

**1.2. Effective Time of Merger.** Articles of Merger setting forth the information required by, and otherwise in compliance with, the Texas Business Corporation Act shall be delivered for filing to the Secretary of State of the State of Texas (the "Texas Secretary"). The Merger shall become effective at the time such Articles of Merger shall have been executed, verified and filed with the Texas Secretary and such agency shall have issued a Certificate of Merger, in accordance with the Texas Business Corporation Act. The date and time the Merger becomes effective is referred to in this Plan as the "Effective Time."

**1.3. Articles of Incorporation.** As of the Effective Time, the Articles of Incorporation of Acquisition shall be the Articles of Incorporation of the Surviving Corporation except as provided in 1.4 below and until amended as provided by law.

**1.4. Amendment to Articles of Incorporation.** As of the Effective Time, the Articles of Incorporation of the Surviving Corporation shall be automatically amended, without further requirement of filing, to change the name of the Surviving Corporation to:

**"PATENTSMITH CORPORATION"**

**1.5. Bylaws.** The Bylaws of Acquisition in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until amended as provided in the Bylaws.

**1.6. Directors/Officers of Surviving Corporation.** The directors and officers of the Surviving Corporation following the Effective Time shall be as set forth in a schedule provided by Acquisition. Each such person shall hold his or her respective office from and after the Effective Time until his or her respective successor shall have been elected and qualified or as otherwise provided in the Bylaws of the Surviving Corporation.

**1.7. Accounting Matters.** The assets and liabilities of Patentsmith and Acquisition, as of the Effective Time of the Merger, shall be taken upon the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective constituent corporations. The amount of the capital surplus and earned surplus accounts of the Surviving Corporation after the Merger shall be determined by the Board of Directors of the Surviving Corporation in accordance with the laws of the State of Texas and with generally accepted accounting principles.

## **ARTICLE 2. EFFECT ON OUTSTANDING STOCK**

**2.1. Conversion of Stock.** As of the Effective Time, by virtue of the Merger and without any action on the part of the holders thereof:

(a) each share of Acquisition common stock, par value \$0.01 per share (the "Acquisition Common Stock"), which is issued and outstanding immediately prior to the Effective Time shall, at the Effective Time of the Merger, continue to be an issued and outstanding share of the Surviving Corporation; and

(b) each share of Patentsmith common stock, par value \$1.00 per share (the "Patentsmith Common Stock"), which is issued and outstanding immediately prior to the Effective Time shall, at the Effective Time of the Merger, be cancelled without consideration.

**ARTICLE 3.  
MISCELLANEOUS**

**3.1. Further Assurances.** If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law or other action is necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to any property or rights of Patentsmith or Acquisition acquired or to be acquired by or as a result of the Merger, the proper officers and directors of Patentsmith and Acquisition and the Surviving Corporation, respectively, shall be, and they hereby are, severally and fully authorized to execute and deliver such properties, assignments and assurances in law, and take such other action as may be necessary or proper in the name of Patentsmith, Acquisition or the Surviving Corporation to vest, perfect or confirm title to such property rights in the Surviving Corporation and otherwise carry out the purposes of this Plan.

**3.2. Counterparts.** This Plan may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Plan to be executed as of the date first written above.

**PATENTSMITH CORPORATION**

By: [Signature]  
Name: Henry H. Church  
Title: President

**PATENTSMITH ACQUISITION CORPORATION**

By: [Signature]  
Name: Henry H. Church  
Title: President