

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/26/2004
CONVEYING PARTY DATA	
Name	Execution Date
Akron, LLC	08/26/2004
RECEIVING PARTY DATA	
Name:	Akron, Inc.
Street Address:	6330 Hedgewood Drive
Internal Address:	#150
City:	Allentown
State/Country:	PENNSYLVANIA
Postal Code:	19103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6532974
CORRESPONDENCE DATA	
Fax Number:	(215)405-3805
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215 977-2205
Email:	kfletcher@wolfblock.com
Correspondent Name:	Wolf, Block, Schorr & Solis-Cohen
Address Line 1:	1650 Arch St.
Address Line 2:	22nd Floor
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	108430.018A 231272
NAME OF SUBMITTER:	Brian L. Belles
Total Attachments: 4	

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into this 26<sup>th</sup> day of August, 2004, by and among AKRION LLC, a Delaware limited liability company (the "LLC"), and AKRION, INC., a Delaware corporation and a wholly-owned subsidiary of the LLC (the "Corporation").

### BACKGROUND

WHEREAS, the Corporation is a corporation duly organized and existing under the laws of the State of Delaware; and

WHEREAS, the LLC is a limited liability company duly organized and existing under the laws of the State of Delaware; and

WHEREAS, as of the date hereof, the LLC owns the only issued and outstanding share of the common stock, \$.01 par value per share, in the Corporation (the "Corporation Stock"); and

WHEREAS, each of the Corporation and the LLC has taken all steps necessary and proper to approve this Agreement pursuant to which the LLC will merge with and into the Corporation, with the Corporation being the surviving corporation, in the manner and under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Merger.

(a) Upon the Effective Date (as defined in Section 5 hereof) and in compliance with the Delaware General Corporation Law and the Delaware Limited Liability Company Act, the LLC shall be merged with and into the Corporation, with the Corporation being the surviving corporation, and the separate existence of the LLC shall thereupon cease (the "Merger"). The name of the surviving corporation upon and after the Effective Date shall continue to be that of the Corporation.

(b) Subject to the terms and conditions hereof, on the Effective Date, by virtue of the Merger and without any action on the part of the holder of any shares of capital stock of the Corporation or any member of the LLC (each, a "Member" and collectively, the "Members"), each membership interest in the LLC shall be cancelled and exchanged for one share of the Corporation Stock (the "Merger Shares"). Immediately upon the Effective Date, the equity interests of each Member shall cease and be extinguished and each Member's sole right shall be to receive the Merger Shares.

2. Effect of the Merger.

(a) On the Effective Date, the separate existence of the LLC shall cease and the Corporation shall continue to exist as the surviving corporation.

(b) The Certificate of Incorporation and Bylaws of the Corporation shall be the Certificate of Incorporation and Bylaws of the surviving corporation as of the Effective Date.

(c) The directors and officers of the Corporation shall be the directors and officers of the surviving corporation as of the Effective Date.

(d) On the Effective Date, the Corporation, as the surviving corporation, shall succeed to and possess all the properties, assets, rights, privileges, amenities, powers, purposes and franchises, and shall be subject to all the obligations, restrictions and liabilities, of the LLC, all without further act or deed.

(e) On the Effective Date, the properties, assets, liabilities, reserves and accounts of the LLC shall be taken upon the books of the Corporation, as the surviving corporation, in the amounts which they are carried on the books of the LLC.

(f) All acts, plans, policies, approvals and authorizations of the LLC, the Members, officers and agents which are valid and effective immediately prior to the Effective Date shall be considered for all purposes as the acts, plans, policies, approvals and authorizations of the surviving corporation and shall be as effective and binding thereon as the same were with respect to the LLC.

3. State Filings. The proper officers of the Corporation and the LLC shall make and execute any and all certificates of merger and other documents that may be required by the State of Delaware to effect the Merger and to cause the same to be filed, in the manner provided by law, and to do all things whatsoever, whether within or without the State of Delaware, which may be necessary and proper to effect the Merger in accordance with this Agreement and the applicable provisions of the Delaware General Corporation Law and the Delaware Limited Liability Company Act.

4. Registered Agent; Registered Office. The registered agent and registered office of the Corporation shall be the registered agent and registered office of the surviving corporation.

5. Effective Date. The effective date of the Merger (the "Effective Date") shall be the date on which the certificate of merger with respect to the Merger is filed with the Secretary of State of Delaware.

6. Federal Tax Status. The parties acknowledge and agree that the Merger will be deemed a transfer by the LLC of its assets and liabilities to the Corporation in exchange for the Merger Shares, followed by a distribution of the Merger Shares to the Members in liquidation of the LLC.

7. Representations and Warranties of the LLC. As a material inducement to the Corporation's entering into this Agreement, the LLC represents and warrants as follows:

(a) The LLC is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, has the power and authority to own, operate and lease its properties and to carry on its business as it is now being conducted, and is duly qualified to do business as a foreign limited liability company in those jurisdictions which such qualification is required.

(b) The LLC has all requisite power and has taken all necessary and proper action to authorize and approve this Agreement and the consummation of the Merger. The execution and delivery of this Agreement by the LLC does not, and the performance of its obligations hereunder will not, conflict with or violate any laws, regulations, court orders, judgments or decrees applicable to the LLC, violate or conflict with its Certificate of Formation or Limited Liability Company Agreement, as amended, nor will it result in any breach of, constitute a default under or conflict with any agreement, instrument or other document to which the LLC is a party. This Agreement constitutes the valid and binding obligation of the LLC.

8. Representations and Warranties of the Corporation. As a material inducement to the LLC's entering into this Agreement, the Corporation represents and warrants as follows:

(a) The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has the power and authority to own, operate and lease its properties and to carry on its business as it is now being conducted, and is duly qualified to do business as a foreign corporation in those jurisdictions which such qualification is required.

(b) The Corporation has all requisite corporate power and has taken all necessary and proper corporate action to authorize and approve this Agreement and the consummation of the Merger. The execution and delivery of this Agreement by the Corporation does not, and the performance of its obligations hereunder will not, conflict with or violate any law, regulation, court order, judgment or decree applicable to the Corporation, violate or conflict with its Certificate of Incorporation or Bylaws, nor will it result in the breach of, constitute a default under or conflict with any agreement, instrument or other document to which the Corporation is a party. This Agreement constitutes the valid and binding obligation of the Corporation.

9. Legends. Any certificates that may be issued representing the Merger Shares shall bear such legends as the Corporation, in its sole discretion, shall determine appropriate.

10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

AKRION, INC.

By: 

Name: Dennis J. Fiore

Title: Chief Financial Officer

AKRION LLC

By: 

Name: Dennis J. Fiore

Title: Chief Financial Officer