

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/30/2003
CONVEYING PARTY DATA	
Name	Execution Date
HAARMANN & REIMER	04/30/2003
RECEIVING PARTY DATA	
Name:	DRAGOCO, INC.
Street Address:	10 GORDON DRIVE
City:	TOTOWA
State/Country:	NEW JERSEY
Postal Code:	07512
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10238386
CORRESPONDENCE DATA	
Fax Number:	(561)651-1510
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5616535000
Email:	TJ.FATUM@AKERMAN.COM
Correspondent Name:	AKERMAN SENTERFITT
Address Line 1:	P.O. BOX 3188
Address Line 4:	WEST PALM BEACH, FLORIDA 33402-3188
ATTORNEY DOCKET NUMBER:	3707-41/189948
NAME OF SUBMITTER:	GREGORY M. LEFKOWITZ
Total Attachments: 7 source=3707-40-41_DRAGOCO MERGER#page1.tif source=3707-40-41_DRAGOCO MERGER#page2.tif	

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APR 30 2003

CERTIFICATE OF MERGER
of
HAARMANN & REIMER, a New Jersey General Partnership
into
DRAGOCO, INC.

State Treasurer

To the Department of the Treasury
State of New Jersey

Pursuant to the provisions of Section 14A:10-14 of the New Jersey Business Corporation Act and the provisions of Section 42:1A-46 of the New Jersey Uniform Partnership Act governing the merger of business corporations with other business entities, the parties hereto do hereby certify that:

1. The name of the surviving business corporation, which is a business corporation organized under the laws of the State of New Jersey, is Dragoco, Inc.
2. The name of the merging other business entity, which is partnership organized under the laws of the State of New Jersey, is Haarmann & Reimer, a New Jersey general partnership.
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3. Attached hereto is the Plan of Merger for merging Haarmann & Reimer into Dragoco, Inc.
4. The Plan of Merger was approved by the Board of Directors of Dragoco, Inc. and no vote of the shareholders of Dragoco, Inc. was required because of the applicability of Section 14A:10-3(4) of the New Jersey Business Corporation Act.
5. The Plan of Merger was approved by all of the partners of Haarmann & Reimer and all applicable provisions of the New Jersey Uniform Partnership Act have been, or upon compliance with filing and recording requirements will have been, complied with.

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Executed on April 30, 2003

DRAGCO, INC.

By: 

Name: PETER STEINHOFF

Title: VP

**HAARMANN & REIMER, a New Jersey
General Partnership**

By: 

Name: Horst Otto Gerberding

Title: Management Committee

EXHIBIT A
PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER**OF****HAARMANN & REIMER**
(a New Jersey general partnership)**and****DRAGOCO, INC.**
(a New Jersey corporation)

THIS AGREEMENT OF MERGER, dated as of April 30, 2003 (the "Agreement"), governs the merger of Haarmann & Reimer, a New Jersey general partnership ("H&R") and Dragoco, Inc., a New Jersey corporation ("Dragoco"). H&R and Dragoco are sometimes referred to herein as the "Constituent Entities".

RECITALS

A. Dragoco is a corporation duly organized and existing under the laws of the State of New Jersey and has an authorized capital stock of 2,000 shares, all of which are common shares, no par value of per share ("Dragoco Common Stock"). As of the date hereof, there are 1,447 shares of Dragoco Common Stock issued and outstanding.

B. H&R is a partnership duly organized and existing under the laws of the State of New Jersey.

C. The Board of Directors of Dragoco and the holders of all of the partnership interests of H&R (the "H&R Partners") have each determined that it is advisable and in the best interests of the Constituent Entities that H&R merge with and into Dragoco upon the terms and conditions herein provided.

D. Section 14A:10-14 of the New Jersey Business Corporation Act and Section 42:1A-46 of the New Jersey Uniform Partnership Act permit mergers of corporations and partnerships.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Constituent Entities hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE 1**MERGER**

1.1 **MERGER**. In accordance with the provisions of this Agreement and the laws of the State of New Jersey, H&R shall be merged with and into Dragoco (the "Merger"), the separate

existence of H&R shall cease and Dragoco shall survive the Merger and shall continue to be governed by the laws of the State of New Jersey. Dragoco shall be, and is herein sometimes referred to as, the "Surviving Corporation".

1.2 FILING AND EFFECTIVENESS. The Merger shall become effective when the following actions shall have been completed:

(a) The Agreement shall have been adopted and approved by the Board of Directors of Dragoco and by the H&R Partners. The parties hereto agree to procure this approval on or before April 30, 2003.

(b) A Certificate of Merger meeting the requirements of Sections 14A:10-4.1 and 14A:10-14 of the New Jersey Business Corporation Act shall have been filed with the Department of Treasury of the State of New Jersey. The effective date of the Merger shall be the date on which the duly executed Certificate of Merger is filed with the New Jersey Department of Treasury (the "Effective Date").

1.3 EFFECT OF THE MERGER. On the Effective Date of the Merger, the separate existence of H&R shall cease and the Surviving Corporation shall (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) assume, accept, adopt, ratify and confirm, as if taken by the Surviving Corporation, and thereby shall become subject to, all actions previously taken by the H&R Partners or any other governing body of H&R, (iii) succeed, without other transfer, to all of the assets, rights, powers and property of H&R to the fullest extent provided under applicable law, and (iv) succeed, without other transfer, and continue to be subject to all of the debts, liabilities and obligations of H&R as constituted immediately prior to the Effective Date of the Merger.

ARTICLE 2

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 CERTIFICATE OF INCORPORATION. The Certificate of Incorporation of Dragoco as in effect immediately prior to the Effective Date shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 BY-LAWS. The By-laws of Dragoco as in effect immediately prior to the Effective Date shall continue in full force and effect as the By-laws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 DIRECTORS AND OFFICERS. The directors and officers of Dragoco as in effect immediately prior to the Effective Date shall continue serving as the directors and officers of the Surviving Corporation until their successors shall have been duly qualified and elected in accordance with the provisions of the By-laws of Dragoco and applicable law.

ARTICLE 3**EFFECT OF MERGER ON EQUITY INTERESTS**

3.1 **DRAGOCO COMMON STOCK** On the Effective Date, each share of Dragoco Common Stock issued and outstanding immediately prior to the Merger shall remain issued and outstanding and shall be unaffected by virtue of the Merger.

3.2 **H&R PARTNERSHIP INTERESTS**. The equity interests of each of the Constituent Entities are owned, directly or indirectly, by the same corporate entity. Thus, on the Effective Date, all partnership interests existing immediately prior thereto shall not be converted into any shares of Dragoco and shall not be exchanged for any other stock, securities, cash, property or rights of any kind, but shall be canceled and extinguished by virtue of the Merger and without any action by the Constituent Entities, the H&R Partners or any other person.

ARTICLE 4**GENERAL**

4.1 **AMENDMENT**. At any time before the Effective Date, this Agreement may be amended by the parties.

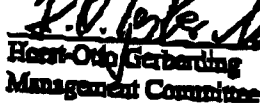
4.2 **GOVERNING LAW**. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of New Jersey, excluding its choice of law rules.

4.3 **FURTHER ASSURANCES**. From time to time, as and when required by Dragoco or by its successors or assigns, there shall be executed and delivered on behalf of H&R such deeds and other instruments, and there shall be taken or caused to be taken by the Constituent Entities such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by Dragoco the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of H&R and otherwise to carry out the purpose of this Agreement, and the officers and directors of Dragoco or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

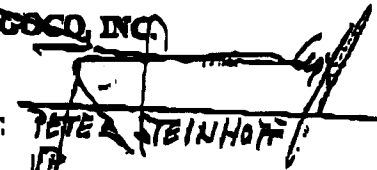
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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

HAARMANN & REIMER, a New Jersey
General Partnership

By: 
Name: Horst Otto Gerberding
Title: Management Committee

DRAGOCO, INC

By: 
Name: PETER A. STEINHOFF
Title: VP