

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2002

**CONVEYING PARTY DATA**

Name	Execution Date
Lantech Management Corp. and Lantech Holding Corp. d/b/a Lantech, Inc.	12/27/2002

**RECEIVING PARTY DATA**

Name:	Lantech.com, LLC
Street Address:	11000 Bluegrass
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40299-2399

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	10152346

**CORRESPONDENCE DATA**

Fax Number: (202)408-4400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-408-4000  
 Email: thomas.ho@finnegan.com  
 Correspondent Name: Thomas Y. Ho  
 Address Line 1: 901 New York Avenue NW  
 Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	02906.0348-00000
NAME OF SUBMITTER:	Thomas Y. Ho

Total Attachments: 11  
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John Y. Brown III  
Secretary of State  
Received and Filed  
12/27/2002 11:38 AM  
Fee Receipt: \$50.00

ARTICLES OF MERGER  
of  
LANTECH MANAGEMENT CORP.  
with and into  
LANTECH.COM, LLC

The following Articles of Merger are hereby executed and filed by **LANTECH MANAGEMENT CORP.**, a Kentucky corporation ("LMC"), and **LANTECH.COM, LLC**, a Kentucky limited liability company (the "Company"), pursuant to Sections 271B.11-050 and KRS 271B.11-080 of the Kentucky Business Corporation Act (the "Corporation Act") and KRS 275.345 and KRS 275.360 of the Kentucky Limited Liability Act (the "LLC Act") of the Kentucky Revised Statutes for the purpose of merging LMC with and into the Company under the Agreement and Plan of Merger between LMC and the Company dated as of the 20<sup>th</sup> day of December, 2002 which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Plan of Merger").

**FIRST:** The Plan of Merger has been approved and adopted by the Board of Directors of LMC in the manner prescribed by the Corporation Act. The Plan of Merger was submitted to the Shareholders of LMC in the manner prescribed by the Corporation Act and was approved unanimously by the Holders of 1,797 1/6 voting common shares of LMC which are the only voting shares of LMC currently issued and outstanding. Accordingly, pursuant to the duly authorized actions of the Board of Directors and Shareholders, LMC merged with and into the Company.

**SECOND:** The Plan of Merger was submitted to the sole Member of the Company and was approved by the sole Member in accordance with the LLC Act.

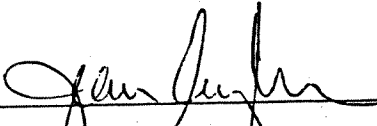
**THIRD:** Except as set forth above, the Articles of Organization and the Operating Agreement of the Company have not been amended. The number of membership interests granted by the Company has changed as a result of merger. Upon merger of LMC and the Company, the membership interests of the Members of the Company existing prior to the merger shall be cancelled and the Shareholders of LMC will receive membership interests in the Company proportionate to each Shareholder's respective interest in LMC.

**FOURTH:** The Company is the surviving business entity.

**FIFTH:** These Articles of Merger shall be effective as of 11:59 p.m., EST, December 31, 2002.

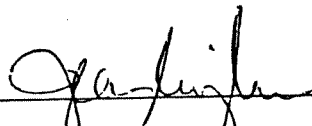
IN WITNESS WHEREOF, the Company, the surviving business entity under the Plan of Merger, and LMC have caused their names to be subscribed to these Articles of Merger by and through their duly authorized officer and member effective upon the filing of these Articles of Merger with the Secretary of State of Kentucky.

LANTECH MANAGEMENT CORP.

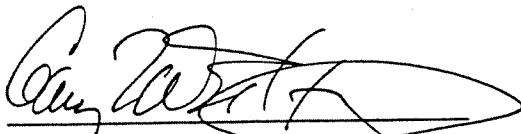
By:   
Title: CEO of Lantech

LANTECH.COM, LLC

By: Lantech Management Corp., its sole member

By:   
Title: CEO of Lantech

This instrument was prepared by:



Gary R. Weitkamp, Esq.  
Reed/Weitkamp Schell & Vice PLLC  
500 W. Jefferson Street, Suite 2400  
Louisville, Kentucky 40202  
(502) 589-1000

EXHIBIT A

## 1. MERGER.

*1.1 Merger of LMC With and Into the Company.* Subject to the terms and conditions of this Agreement, LMC shall be merged with and into the Company ("Merger"), effective as of 11:59 p.m., EST, December 31, 2002 ("Effective Time"). The separate existence of LMC as a corporation shall thereupon cease; the Company shall be the surviving entity and the separate existence of the Company as a limited liability company, with all its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the laws of the Commonwealth of Kentucky.

*1.2 Effect of Merger.* At and after the Effective Time:

(a) The Company shall possess all of the respective rights, privileges, powers, franchises and interests of LMC in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, the Company by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against LMC may be continued as if the Merger did not occur, or the Company may be substituted in the proceeding for LMC in such action or proceeding.

(b) The Company shall be liable for all liabilities of LMC, and all debts, liabilities, obligations and contracts of LMC, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of LMC, shall be those of the Company and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of LMC shall be preserved unimpaired.

(c) Limited liability is retained by the surviving business entity.

*1.3 Additional Actions.* If, at any time after the Effective Time, the Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the Company its right, title or interest in, to or under any of the rights, properties or assets of LMC acquired or to be acquired by the Company as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, LMC and the proper officers and directors of LMC shall be deemed to have granted to the Company an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Company and (c) otherwise carry out the purposes of this Agreement. The Member and officers of the Company are fully authorized in the name of LMC or otherwise to take any and all such actions.

2. **CONVERSION OF INTERESTS.** At the Effective Time:

(a) Each voting common share of LMC ("Voting Common Stock") outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into one Voting Common Unit of the Company.

(b) Each non-voting common share of LMC ("Non-Voting Common Stock") outstanding immediately prior to the Effective Time, shall, *ipso facto*, and without any action on the part of the holder thereof, become and be converted into one Non-Voting Common Unit of the Company.

(c) Each option for common shares of LMC (whether Voting Common Stock or Non-Voting Common Stock) outstanding immediately prior to the Effective Time, shall *ipso facto*, and without any action on the part of the holder thereof, become and be converted into a like number of options for Voting Common Units or Non-Voting Common Units, as the case may be.

(d) Each interest in the Company held immediately prior to the Effective Time by the Member of the Company shall be canceled and no consideration issued in respect thereof.

3. **EXCHANGE OF STOCK.** As soon as practicable after the Effective Time, upon surrender to the Company of any certificate which prior to the Effective Time shall have represented any shares of Voting Common Stock or Non-Voting Common Stock, the Company shall cause to be distributed to the person in whose name such certificate shall have been registered a certificate evidencing the number of Voting Common Units or Non-Voting Common Units of the Company into which the shares of Voting Common Stock or Non-Voting Common Stock previously represented by the surrendered certificate shall have been converted at the Effective Time. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time shall have represented any shares of Voting Common Stock or Non-Voting Common Stock shall be deemed at and after the Effective Time to represent only the right to receive the Voting Common Units and Non-Voting Common Units of the Company into which it shall have been converted.

4. **BOARD OF MANAGERS AND OFFICERS.** The Board of Managers and officers of the Company serving prior to the Effective Time shall remain in office and their respective positions shall remain unaffected by the Merger.

5. **OPERATING AGREEMENT.** The Operating Agreement of the Company in effect at the Effective Time shall remain the Operating Agreement of the Company.

6. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

END OF DOCUMENT

Document No.: DN2003000725  
 Lodged By: REED WIETKAMP  
 Recorded On: 01/02/2003  
 Total Fees: 11.00  
 Transfer Tax: .00  
 County Clerk: Robbie Holsclaw-JEFF CO KY  
 Deputy Clerk: CARHAR  
 11:36:42

ARTICLES OF MERGER  
of  
LANTECH HOLDING CORP.  
with and into  
LANTECH.COM, LLC

0549421.06

John Y. Brown III  
Secretary of State  
Received and Filed  
12/27/2002 11:35 AM  
Fee Receipt: \$50.00

Pcraine  
LAOM

The following Articles of Merger are hereby executed and filed by Lantech Holding Corp., a Kentucky corporation ("LHC"), and Lantech.com, LLC, a Kentucky limited liability company (the "Company"), pursuant to Sections 271B.11-050 and KRS 271B.11-080 of the Kentucky Business Corporation Act (the "Corporation Act") and KRS 275.345 and KRS 275.360 of the Kentucky Limited Liability Act (the "LLC Act") of the Kentucky Revised Statutes for the purpose of merging LHC with and into the Company under the Agreement and Plan of Merger between LHC and the Company dated as of the 20<sup>th</sup> day of December, 2002 which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Plan of Merger").

**FIRST:** The Plan of Merger has been approved and adopted by the Board of Directors of LHC in the manner prescribed by the Corporation Act. The Plan of Merger was submitted to the sole Shareholder of LHC in the manner prescribed by the Corporation Act and was approved unanimously by the holder of 100 common shares of LHC, which are the only shares of LHC currently issued and outstanding. Accordingly, pursuant to the duly authorized actions of the Board of Directors and Shareholders, LHC merged with and into the Company.

**SECOND:** The Plan of Merger was submitted to the sole member of the Company and was approved by the sole member in accordance with the LLC Act.

**THIRD:** Except as set forth above, the Articles of Organization and the Operating Agreement of the Company have not been amended and the number of membership interests granted by the Company has been unaffected by the merger.

**FOURTH:** The Company is the surviving business entity.

**FIFTH:** These Articles of Merger shall be effective as of 5:00 p.m. EST, December 31, 2002.

IN WITNESS WHEREOF, the Company, the surviving business entity under the Plan of Merger, and LHC have caused their names to be subscribed to these Articles of Merger by and through their duly authorized member and officer, respectively.

LANTECH HOLDING CORP.

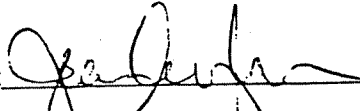
By: \_\_\_\_\_

Title: \_\_\_\_\_

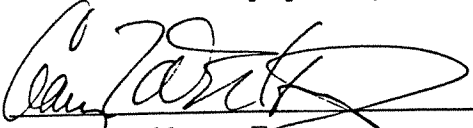
*[Handwritten Signature]*  
*[Handwritten Title: Secretary]*

LANTECH.COM, LLC

By: Lantech Management Corp., its sole member

By:   
Title CEO/President

This instrument was prepared by:



Gary R. Weitkamp, Esq.  
Reed/Weitkamp Schell & Vice PLLC  
500 West Jefferson Street, Suite 2400  
Louisville, Kentucky 40202  
(502) 589-1000



EXHIBIT A

## PLAN OF MERGER

## 1. MERGER.

**1.1 Merger of LHC With and Into the Company.** Subject to the terms and conditions of this Agreement, Lantech Holding Corp., a Kentucky corporation ("LHC"), shall be merged with and into Lantech.com, LLC, a Kentucky limited liability company ("Company") ("Merger"), effective as of 5:00 p.m. EST, December 31, 2002 ("Effective Time"). The separate existence of LHC as a corporation shall thereupon cease and the Company shall be the surviving entity and the separate existence of the Company as a limited liability company, with all its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the laws of the Commonwealth of Kentucky.

**1.2 Effect of Merger.** At and after the Effective Time:

(a) The Company shall possess all of the respective rights, privileges, powers, franchises and interests of LHC in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, the Company by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against LHC may be continued as if the Merger did not occur, or the Company may be substituted in the proceeding for LHC in such action or proceeding.

(b) The Company shall be liable for all liabilities of LHC, and all debts, liabilities, obligations and contracts of LHC, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of LHC, shall be those of the Company and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of LHC shall be preserved unimpaired.

(c) Limited liability is retained by the surviving business entity.

**1.3 Additional Actions.** If, at any time after the Effective Time, the Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the Company its right, title or interest in, to or under any of the rights, properties or assets of LHC acquired or to be acquired by the Company as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, LHC and the proper officers and directors of LHC shall be deemed to have granted to the Company an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Company and (c) otherwise carry out the purposes of this Agreement. Each member of the Company is fully authorized in the name of LHC or otherwise to take any and all such actions.

2. CONVERSION OF INTERESTS. At the Effective Time:

(a) Each common share of LHC outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, be cancelled without any consideration therefor.

(b) Each Membership Interest in the Company held immediately prior to the Effective Time by a Member of the Company shall be continued unaffected by the Merger.

3. BOARD OF MANAGERS AND OFFICERS. The Board of Managers and officers of the Company serving prior to the Effective Time shall remain in office and their respective positions shall remain unaffected by the Merger.

4. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules.

Document No.: DN2603060724  
Lodged By: REED WIETKAMP  
Recorded On: 01/02/2003 11:36:35  
Total Fees: 11.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: CARHAR

END OF DOCUMENT

## AGREEMENT

THIS AGREEMENT (the "Agreement") is dated the 23<sup>rd</sup> day of December, 2002 and entered into by and among (i) LANTECH MANAGEMENT CORP., a Kentucky corporation ("LMC"); (ii) LANTECH HOLDING CORP., a Kentucky corporation ("LHC"); and (iii) LANTECH.COM, LLC, a Kentucky limited liability company ("Lantech.com").

### RECITALS

WHEREAS, pursuant to that certain Agreement of General Partnership dated January 1, 1997 (the "Partnership"), LMC and LHC formed a general partnership pursuant to the provisions of the Uniform Partnership Act of the Commonwealth of Kentucky operating under the name "Lantech, Inc.;"

WHEREAS, pursuant to those certain Articles of Merger dated December 20, 2002, LHC will be merged with and into Lantech.com, effective as of 5:00 p.m. EST on December 31, 2002 (the "First Effective Time"), and as of the First Effective Time, Lantech.com shall be the surviving corporate entity and the separate corporate existence of LHC will cease to exist;

WHEREAS, pursuant to those certain Articles of Merger dated December 20, 2002, LMC will be merged with and into Lantech.com (the "Second Merger"), effective as of 11:59 p.m. EST on December 31, 2002 (the "Second Effective Time"), and as of the Second Effective Time, Lantech.com shall be the surviving corporate entity and the separate corporate existence of LMC will cease to exist;

WHEREAS, because the corporate existence of each of LHC and LMC will cease to exist, the parties wish to execute this Agreement to acknowledge that the Partnership will also cease to exist by operation of law; and

WHEREAS, because the Partnership will cease to exist, the parties desire to execute an instrument confirming the vesting of all assets and liabilities of the Partnership in and to Lantech.com.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings herein set forth, the parties acknowledge and agree as follows:

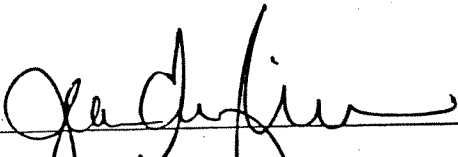
1. Termination of Partnership. Subject to the provisions of Section 2 hereof, the parties acknowledge the Partnership shall cease to exist by operation of law effective as of the Second Effective Time.
2. Abandonment of Merger. If the Second Merger is abandoned by the parties thereto at any time prior to the Second Effective Time, this Agreement shall be void and of no further force and effect.

3. Vesting of Partnership Assets and Liabilities to Lantech.com At and after the Second Effective Time, Lantech.com shall possess all of the respective rights, privileges, powers, franchises and interests of the Partnership in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, Lantech.com by virtue of the transactions contemplated herein without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against the Partnership may be continued as if the dissolution of the Partnership by operation of law did not occur, or Lantech.com may be substituted in the proceeding for the Partnership in such action or proceeding. Lantech.com shall be liable for all liabilities of the Partnership, and all debts, liabilities, obligations and contracts of the Partnership, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of the Partnership, shall be those of Lantech.com and shall not be released or impaired by the dissolution of the Partnership. Further, all rights of creditors and other obligees and all liens on properties of the Partnership shall be preserved unimpaired.

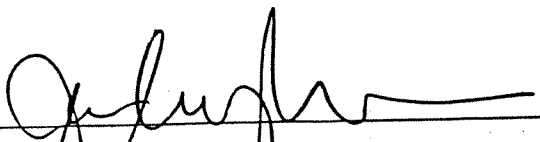
4. Governing Law This Agreement shall be interpreted and construed under the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LANTECH MANAGEMENT CORP.

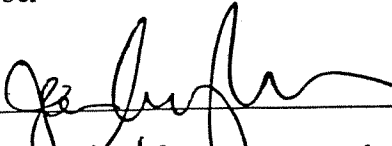
By:   
Title: President

LANTECH HOLDING CORP.

By:   
Title: Secretary

LANTECH.COM, LLC

By: Lantech Management Corp., its sole member

By:   
Title: CEO/President