

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/31/2009

CONVEYING PARTY DATA

Name	Execution Date
Patient Care Systems, Inc.	07/31/2009
Safe-T Care Manufacturing Co., Inc.	07/31/2009

RECEIVING PARTY DATA

Name:	RecoverCare, LLC
Street Address:	100 Matsonford Rd., Suite 500
Internal Address:	Five Radnor Corporate Center
City:	Radnor
State/Country:	PENNSYLVANIA
Postal Code:	19087

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6357065
Patent Number:	6687930
Patent Number:	6216291
Patent Number:	7419019

CORRESPONDENCE DATA

Fax Number: (949)475-4754
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949-451-3800
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 Correspondent Name: Stephanie Kann
 Address Line 1: 3161 Michelson Drive
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CH \$160.00 6357065

ATTORNEY DOCKET NUMBER:	98537-00005
NAME OF SUBMITTER:	Stephanie S. Kann
Total Attachments: 5 source=PCS&Safe-T-Care-PlanofMerger(Executed).doc#page1.tif source=PCS&Safe-T-Care-PlanofMerger(Executed).doc#page2.tif source=PCS&Safe-T-Care-PlanofMerger(Executed).doc#page3.tif source=PCS&Safe-T-Care-PlanofMerger(Executed).doc#page4.tif source=PCS&Safe-T-Care-PlanofMerger(Executed).doc#page5.tif	

PLAN OF MERGER

THIS PLAN OF MERGER (this "**Plan**") is made this 31st day of July, 2009, by and among Patient Care Systems, Inc., a Texas corporation ("**PCS**"), Safe-T Care Manufacturing Co., Inc. ("**Safe-T Care**") and RecoverCare, LLC, a Pennsylvania limited liability company ("**RecoverCare**").

RECITALS

WHEREAS, PCS has an authorized capital stock consisting of 100,000 shares of common stock with a par value of \$1.00 ("**PCS Common Stock**"), of which 3,325 shares are issued and outstanding and are held by RecoverCare;

WHEREAS, Safe-T Care has an authorized capital stock consisting of 10,000 shares of common stock with a par value of \$0.00 ("**Safe-T Care Common Stock**"), of which 1,000 shares are issued and outstanding and are held by RecoverCare;

WHEREAS, WoundCo Holdings, Inc., a Delaware corporation, owns all of the membership interests in RecoverCare;

WHEREAS, the Board of Directors of each of PCS and Safe-T Care and the Board of Managers of RecoverCare: (a) deem it advisable and in the best interests of each such corporation and limited liability company that PCS and Safe-T Care merge with and into RecoverCare under and pursuant to the provisions of Article 5 of the Texas Business Corporation Act; (b) have adopted resolutions approving this Plan and the merger of PCS and Safe-T Care with and into RecoverCare (the "**Merger**") and (c) have recommended that this Plan be approved and adopted;

WHEREAS, RecoverCare, the sole shareholder of PCS and Safe-T Care, and WoundCo Holdings, Inc., the sole member of RecoverCare, have each adopted resolutions approving this Plan and the Merger;

WHEREAS, the parties hereto intend for the effective time of this Plan to be 11:59 P.M., Eastern Standard Time on July 31, 2009;

WHEREAS, the Merger is being performed pursuant to Article 5 of the Texas Business Corporation Act.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **Merger.** PCS and Safe-T Care shall each be merged with and into RecoverCare.

2. **Effective Time.** This Plan and the Merger shall become effective on July 31, 2009 at 11:59 P.M., Eastern Standard Time (the “**Effective Time**”).

3. **Surviving Entity.** RecoverCare shall survive the Merger (the “**Surviving Entity**”) and the Surviving Entity shall continue to be governed by the laws of the State of Pennsylvania, and the separate corporate existence of RecoverCare with all its purposes, objects, rights and privileges, shall continue unaffected and unimpaired by the Merger. The separate corporate existence of PCS and Safe-T Care shall cease forthwith upon the Effective Time.

4. **Name of Surviving Entity.** The name of the Surviving Entity, RecoverCare, LLC, shall remain unchanged upon the Effective Time of the Merger.

5. **Certificate of Organization.** The certificate of organization of RecoverCare in effect immediately prior to the Effective Time (the “**Certificate of Organization**”) shall be the Certificate of Organization of the Surviving Entity following the Effective Time unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in the Certificate of Organization or herein upon any member of the Surviving Entity or upon any other persons whomsoever are subject to such reserved power.

6. **Limited Liability Company Agreement.** The limited liability company agreement of RecoverCare in effect immediately prior to the Effective Time shall be the limited liability company agreement of the Surviving Entity following the Effective Time unless and until the same shall be amended or repealed in accordance with the provisions thereof.

7. **Board of Managers and Officers.**

(a) **Board of Managers.** The members of the Board of Managers of the Surviving Entity immediately after the Effective Time shall be those persons who were the members of the Board of Managers of RecoverCare immediately prior to the Effective Time, and such persons shall serve in such office for the terms provided by law or in the limited liability company agreement of RecoverCare or until their respective successors are elected or appointed, as applicable, and qualified.

(b) **Officers.** The officers of the Surviving Entity immediately after the Effective Time shall be those persons who were the officers of RecoverCare immediately prior to the Effective Time, and such persons shall serve in such offices for the terms provided by law or in the limited liability company agreement of RecoverCare or until their respective successors are elected or appointed, as applicable, and qualified.

8. **Further Assurance of Title.** If at any time the Surviving Entity shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to RecoverCare any right, title, or interest of PCS or Safe-T Care held immediately prior to the Effective Time, PCS and Safe-T Care and their respective proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Entity as shall be necessary to carry out the

purposes of this Plan, and the Surviving Entity and the members, managers and officers of the Surviving Entity are fully authorized to take any and all such action in the name of PCS or Safe-T Care or otherwise.

9. Effect of the Merger on Outstanding Stock and Membership Interests.

(a) **PCS and Safe-T Care.** Upon the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each of the issued and outstanding shares of PCS Common Stock and Safe-T Care Common Stock and all rights in respect thereof, and each certificate representing shares of PCS Common Stock and Safe-T Care Common Stock outstanding immediately prior thereto, shall automatically be cancelled, and no membership interests of the Surviving Entity shall be issued in exchange therefor.

(b) **RecoverCare.** Upon the Effective Time, each membership interest of RecoverCare held by WoundCo Holdings, Inc. immediately prior to the Effective Time shall not be affected by the Merger.

10. Rights and Liabilities of the Surviving Entity. At and after the Effective Time, the Surviving Entity shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers, and franchises, both public and private, and all of the property, real, personal, and mixed, of each of the parties hereto; all debts due to PCS or Safe-T Care of whatever account shall be vested in the Surviving Entity; all claims, demands, property, rights, privileges, powers and franchises and every other interest of any of the parties hereto shall be as effectively the property of the Surviving Entity as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in PCS or Safe-T Care shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Entity; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, and limited in lien to the property affected by such lien at the Effective Time; all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it; and the Surviving Entity shall indemnify and hold harmless the officers and directors of PCS and Safe-T Care and the officers and managers of RecoverCare against all such debts, liabilities and duties and against all claims and demands arising out of the Merger.

11. Termination. This Plan may be terminated and abandoned by action of the Board of Directors of PCS or Safe-T Care or the Board of Managers of RecoverCare at any time prior to the Effective Time, whether before or after approval by the stockholder of PCS or Safe-T Care or the member of RecoverCare.

12. **Expenses and Rights of Dissenting Stockholders.** The Surviving Entity shall pay all expenses of carrying this Plan into effect and of accomplishing the Merger, including amounts, if any, to which dissenting stockholders of PCS or Safe-T Care may be entitled by reason of the Merger.

13. **Governing Law.** This Plan shall be governed by the laws of the State of Pennsylvania, without regard to principles of conflicts of laws.

14. **Counterparts.** This Plan may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.


15. **Severability.** Any provision of this Plan which is invalid, illegal or unenforceable in any jurisdiction shall as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Plan invalid, illegal or unenforceable in any other jurisdiction.

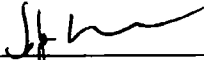
[signature page follows]

IN WITNESS WHEREOF each of the parties hereto have caused this Plan to be executed on the day and year first above written.

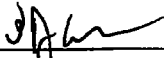
Patient Care Systems, Inc.,
a Texas corporation

RecoverCare, LLC,
a Pennsylvania limited liability company

By: 
Name: Timothy J. Hart
Title: Director

By: 
Name: Timothy J. Hart
Title: Vice President

Safe-T Care Manufacturing Co., Inc.,
a Texas corporation

By: 
Name: Timothy J. Hart
Title: Director

Signature Page of Plan of Merger