

10-26-1998

Form PTO-1595
-31-92

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EET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100858205

To the Honor and Trademarks:
Please record the attached original document(s) or copy thereof.

MRD
10/13/98

1. Name of conveying party(ies):

Meadox Technology, Inc.
One SciMed Place
Maple Grove, MN 55311

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: December 15, 1997

2. Name and address of receiving party(ies):

Name: SciMed Life Systems, Inc.

Internal Address: _____

Street Address: One SciMed Place

City: Maple Grove State: MN ZIP: 55311

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- Other

If assignee is not domiciled in the U.S., a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached: Yes No

3. Application number(s) or registration numbers:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,162,565

Additional numbers attached? Yes No

4. Name and address of party to whom correspondence concerning document should be mailed:

Name: Wayne A. Sivertson

Address: Nawrocki, Rooney & Sivertson, P.A.
Suite 401, Broadway Place East
3433 Broadway Street, N.E.
Minneapolis, MN 55413

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Wayne A. Sivertson
Name of Person Signing

October 8, 1998
Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

DO NOT DETACH THIS PORTION

All documents to be recorded with required cover sheet information to:

10/22/1998 TTUM11 00000148 2162365 Commissioner of Patents and Trademarks
Box Assignments
40.00 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 1803 FRAME: 0932

State of Minnesota

SECRETARY OF STATE*Certificate of Merger*

I, Joan Anderson Grove, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

*MN: MEADOX TECHNOLOGY, INC.
MN: SCIMED LIFE SYSTEMS, INC.*

State of Formation and Name of Surviving Entity:

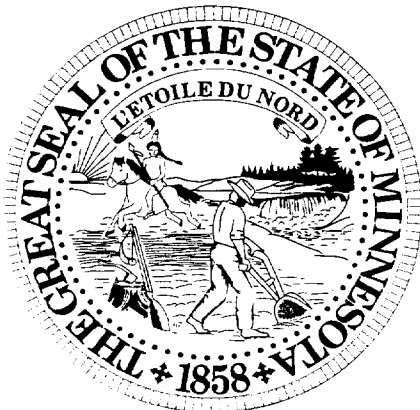
MN: SCIMED LIFE SYSTEMS, INC.

Effective Date of Merger: December 31, 1997

Name of Surviving Entity After Effective Date of Merger:

SCIMED LIFE SYSTEMS, INC.

This certificate has been issued on: December 23, 1997



Joan Anderson Grove
Secretary of State.

TRADEMARK

REEL: 1803 FRAME: 0933

**ARTICLES OF MERGER OF
MEADOX TECHNOLOGY, INC.
WITH AND INTO
SCIMED LIFE SYSTEMS, INC.**

Pursuant to Minnesota Business Corporation Act, § 302A.615, the undersigned, Meadox Technology, Inc., a Minnesota corporation ("Meadox Technology"), and SCIMED Life Systems, Inc., a Minnesota corporation ("SCIMED Life") hereby adopt the following Articles of Merger for the purpose of merging Meadox Technology with and into SCIMED Life, with SCIMED Life being the surviving corporation.


1. The Agreement and Plan of Merger between Meadox Technology and SCIMED Life dated as of December 15, 1997 (the "Plan of Merger"), as required by Minnesota Business Corporation Act, § 302A.615, subdivision 1, is attached hereto as Exhibit A.

2. The sole shareholder of Meadox Technology approved the Plan of Merger on December 15, 1997 pursuant to Minnesota Business Corporation Act, § 302A.613, subdivision 2. Pursuant to Minnesota Business Corporation Act, § 302A.613, subdivision 3 approval of the sole shareholder of SCIMED Life was not required.


3. The Boards of Directors of Meadox Technology and SCIMED Life approved the Plan of Merger on December 15, 1997 pursuant to Minnesota Business Corporation Act, § 302A.613, subdivision 1.

IN WITNESS WHEREOF, Meadox Technology and SCIMED Life have caused these Articles of Merger to be executed by their respective officers thereunto duly authorized this 15th day of December, 1997.

SCIMED LIFE SYSTEMS, INC.

By: 
Michael Berman
Its: President

MEADOX TECHNOLOGY, INC.

By: 
Daniel O. Adams
Its: Vice President

062942

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Merger Agreement") is made as of this 15th day of December, 1997, by and between SCIMED Life Systems, Inc., a Minnesota corporation ("SCIMED Life"), and Meadox Technology, Inc., a Minnesota corporation ("Meadox Technology"). SCIMED Life and Meadox Technology are sometimes referred to hereinafter as the "Constituent Corporations."

WHEREAS, Meadox Medicals, Inc., a New Jersey corporation ("Meadox Medicals"), is the sole shareholder of Meadox Technology;

WHEREAS, Boston Scientific Corporation, a Delaware corporation ("BSC"), is the sole shareholder of SCIMED Life and of Meadox Medicals;

WHEREAS, the boards of directors of the Constituent Corporations and Meadox Medicals, as the sole shareholder of Meadox Technology, deem it advisable and have approved that Meadox Technology merge with and into SCIMED Life upon the terms and conditions herein provided; and

WHEREAS, the parties intend that the merger contemplated hereby shall be a tax-free reorganization under Sections 368(a)(1)(A) and 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended, and that this Merger Agreement shall constitute a plan of reorganization.

NOW, THEREFORE, the parties hereby adopt the plan of merger encompassed by this Merger Agreement and, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree that Meadox Technology shall merge with and into SCIMED Life on the following terms and conditions:

ARTICLE

1.

TERMS AND CONDITIONS OF THE MERGER

- 1.1. Merger. As soon as practicable following the fulfillment (or waiver, to the extent permitted herein) of the conditions specified herein, Meadox Technology shall be merged with and into SCIMED Life (the "Merger"), and SCIMED Life shall survive the Merger, and its Articles of Incorporation shall remain unchanged.
- 1.2. Effective Date. The Merger shall be effective upon the earlier of the filing of this Merger Agreement, together with appropriate articles of merger with respect thereto, with the Secretary of State of the State of Minnesota, as provided by the Minnesota Business Corporation Act or the close of business on December 31, 1997 (the "Effective Date").
- 1.3. Surviving Corporation. On the Effective Date, SCIMED Life, as the surviving corporation (the "Surviving Corporation"), shall continue its corporate existence under

the laws of the State of Minnesota and shall succeed to all of the rights, privileges, powers and property of Meadox Technology in the manner of and as more fully set forth in Section 302A.641 of the Minnesota Business Corporation Act, and the separate corporate existence of Meadox Technology, except insofar as it may be continued by operation of law, shall cease and be terminated.

- 1.4. Capital Stock of SCIMED Life and Meadox Technology. On the Effective Date, by virtue of the Merger and without any further action on the part of the Constituent Corporations or their shareholders, the 100 shares of the capital stock of Meadox Technology issued and outstanding immediately prior to the Merger, all of which are and immediately prior to the Merger shall be beneficially owned by Meadox Medicals, shall be changed and converted into one hundred (100) fully paid and nonassessable shares of Common Stock of SCIMED Life, subject to the provisions set forth below. The authorized capital stock of SCIMED Life shall not be changed but shall be and remain the same as immediately prior to the Merger.
- (a) Appraisal. As soon as reasonably practicable after the Effective Date, the Board of SCIMED Life shall take all reasonable action necessary to determine the value of SCIMED Life (i) immediately prior to the Effective Date (the "Pre-Merger Value") and (ii) immediately after the Effective Date (the "Post-Merger Value") (the "Appraisal"); provided, however, that (1) all transactions (including, but not limited to, the contemplated mergers of (x) SCIMED Technology, Inc. with and into SCIMED Life, (y) BSC Technology, Inc. with and into SCIMED Life and (z) Boston Scientific Technology, Inc. with and into SCIMED Life), except the Merger, occurring on the Effective Date shall be included in the Pre-Merger Value and (2) all transactions, including the Merger, occurring on the Effective Date shall be included in the Post-Merger Value. The excess of the Post-Merger Value over the Pre-Merger Value shall be referred to herein as the "Meadox Technology Value."
- (b) Adjustment. As soon as reasonably practicable following the Appraisal, the Board of SCIMED Life shall (a) issue to Meadox Medicals such additional number, if any, of fully paid and nonassessable shares of Common Stock of SCIMED Life (the "Adjustment Shares") or (b) cancel shares issued and held by Meadox Medicals, if necessary, so that the aggregate number of shares of Common Stock of SCIMED Life owned by Meadox Medicals immediately after the issuance of the Adjustment Shares or the cancellation of issued shares, if necessary, equals the result of dividing (i) the 10,000 shares of SCIMED Life outstanding immediately prior to the Effective Date multiplied by the quotient (the "Quotient") determined by dividing the Meadox Technology Value by the Post-Merger Value by (ii) one minus the Quotient.
- (c) No Fractional Shares. No fractional shares shall be issued to Meadox Medicals upon the adjustment set forth in Section 1.4(b). The number of Adjustment Shares to be issued, or the number of issued shares to be canceled, pursuant to Section 1.4(b) shall be rounded down to the nearest whole number; provided, however, that Meadox Medicals shall be issued at least one (1) share pursuant to this Section 1.4.

- 1.5. Stock Certificates. On and after the Effective Date, all of the outstanding certificates that, prior to that time, represented shares of the capital stock of Meadox Technology shall be deemed for all purposes to evidence ownership and to represent the number of shares of the capital stock of SCIMED Life in accordance with Section 1.4 above and shall be so registered on the books and records of SCIMED Life or its transfer agent. The registered owner of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to SCIMED Life or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividend or other distributions upon, the shares of SCIMED Life evidenced by such outstanding certificate as above provided. After the Effective Date, whenever certificates which formerly represented shares of Meadox Technology are presented for transfer or conversion, the Surviving Corporation will cause to be issued in respect thereof a certificate or certificates representing the appropriate number of shares of the capital stock of SCIMED Life in accordance with Section 1.4 above.
- 1.6. Employee Benefit Plans. SCIMED Life will assume all of the obligations of Meadox Technology under any and all employee benefit plans in effect as of the Effective Date or with respect to which employee rights or accrued benefits are outstanding as of the Effective Date.

ARTICLE

2.

CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

- 2.1. Articles of Incorporation. On the Effective Date, the Articles of Incorporation of SCIMED Life in effect immediately prior thereto shall remain unchanged and shall be the Articles of Incorporation of the Surviving Corporation.
- 2.2. Bylaws. The Bylaws of SCIMED Life in effect on the Effective Date shall continue to be the Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable law.
- 2.3. Directors. The directors of SCIMED Life immediately preceding the Effective Date shall continue to be the directors of the Surviving Corporation on and after the Effective Date to serve until their successors are duly elected and qualified.
- 2.4. Officers. The officers of SCIMED Life immediately preceding the Effective Date shall continue to be the officers of the Surviving Corporation on and after the Effective Date to serve until their successors are duly elected and qualified.

ARTICLE

3.

MISCELLANEOUS

- 3.1. Further Assurances. From time to time and when required by the Surviving Corporation or by its successors and assigns there shall be executed and delivered on behalf of Meadox

Technology such deeds and other instruments and there shall be taken or caused to be taken by Meadox Technology such further and other action as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise, in the Surviving Corporation the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Meadox Technology and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Meadox Technology or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2. Amendment. At any time before the date of filing, this Merger Agreement may be amended in any manner (except that any of the principal terms may not be amended without the approval of the shareholders of Meadox Technology if such amendment would in the sole discretion of the Board of Directors of Meadox Technology have a material adverse effect on the rights of such shareholders) as may be determined in the judgment of the respective Boards of Directors of SCIMED Life and Meadox Technology to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3. Conditions of Merger. The respective obligations of the Constituent Corporations to effect the transactions contemplated hereby are subject to satisfaction of the following conditions (any or all of which may be waived by either of the Constituent Corporations in its sole discretion to the extent permitted by law):

- (a) Any and all consents, permits, authorizations, approvals and orders material to consummation of the Merger shall have been obtained; and
- (b) The Merger shall have been approved by the sole shareholder of Meadox Technology.

3.4. Abandonment or Deferral. At any time before the date of filing, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either or both of the Constituent Corporations notwithstanding the approval of this Merger Agreement by the shareholder of Meadox Technology, or the consummation of the Merger may be deferred for a reasonable period of time if, in the opinion of the Boards of Directors of the Constituent Corporations, such action would be in the best interest of such Constituent Corporations. In the event of termination of this Merger Agreement, this Merger Agreement shall become void and of no effect and there shall be no liability on the part of either Constituent Corporation or its Board of Directors or shareholders with respect thereto, except that Meadox Technology shall pay all expenses of the Constituent Corporations incurred in connection with the Merger.

3.5. Counterparts. In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Merger Agreement, having first been duly approved by the Boards of Directors of SCIMED Life and Meadox Technology and the sole shareholder of Meadox Technology, is hereby executed on behalf of each of the Constituent Corporations and attested by their respective officers thereunto duly authorized.

SCIMED LIFE SYSTEMS, INC.

By: 

Michael Berman

Its: President

MEADOX TECHNOLOGY, INC.

By: 

Daniel O. Adams

Its: Vice President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

DEC 23 1997



Secretary of State