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To the Honorable Commissioner of Patents and Trademarks  
Please record the attached original document(s) or

11-16-98

1. Name of conveying party(ies):

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

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

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

3. Nature of conveyance:

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

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

4. Application number(s) or registration numbers:

A. Trademark Application No. (s)  
75/098,694      75/101,374  
75/153,836

B. Trademark Registration No. (s)  
2,168,698

Additional numbers attached?  Yes  No

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

Name: Wayne A. Sivertson

Address:

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

6. Total number of applications and registrations involved:..... 4

7. Total fee (37 CFR 3.41)..... \$100.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 14-0600  
(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

Wayne A. Sivertson      Nov. 13, 1998  
Signature      Date

Total number of pages comprising cover sheet: 7

OMB No. 0651-0011 (exp. 4/94)  
~~11/20/1998 DNGUYEN-00000243-2168698~~

DO NOT DETACH THIS PORTION

01 FC:481      40.00 DP  
02 FC:482      50.00 DP  
03 FC:998      10.00 DP  
Documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks  
Box Assignments  
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.

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

*State of Formation and Name of Surviving Entity:*

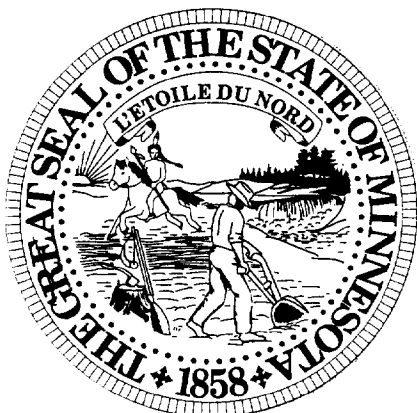
*MN: SCIMED LIFE SYSTEMS, INC.*

*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.

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

Pursuant to Minnesota Business Corporations Act, § 302A.621, the undersigned, SCIMED Life Systems, Inc., a Minnesota corporation ("SCIMED Life") hereby adopts the following Articles of Merger.

1. The Agreement and Plan of Merger between SCIMED Technology, Inc., a Minnesota corporation ("SCIMED Technology") and SCIMED Life dated as of December 15, 1997 (the "Plan of Merger"), as required by Minnesota Business Corporations Act, § 302A.621, is attached hereto as Exhibit A.

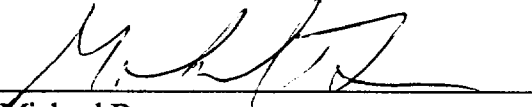
2. There are 10,000 shares of SCIMED Life outstanding. There are 100 shares of SCIMED Technology outstanding, all of which are owned by SCIMED Life.

3. The Board of Directors of SCIMED Life approved the Plan of Merger effective as of December 15, 1997.

4. Approval of the Plan of Merger by the Board of Directors of SCIMED Technology was not required pursuant to § 302A.621. Approval by the shareholders of SCIMED Technology and SCIMED Life was not required pursuant to § 302A.621.

IN WITNESS WHEREOF, SCIMED Life has caused these Articles of Merger to be executed by its officer thereunto duly authorized this 15<sup>th</sup> day of December, 1997.

SCIMED LIFE SYSTEMS, INC.

By:   
Michael Berman  
Its: President

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**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 SCIMED Technology, Inc., a Minnesota corporation ("SCIMED Technology"). SCIMED Life and SCIMED Technology are sometimes referred to hereinafter as the "Constituent Corporations."

WHEREAS, SCIMED Life is the sole shareholder of SCIMED Technology;

WHEREAS, the board of directors of SCIMED Life deems it advisable that SCIMED 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 SCIMED 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, SCIMED 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 later 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 SCIMED 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 SCIMED 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 SCIMED 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, each share of the capital stock of SCIMED Technology issued and outstanding immediately prior to the Merger shall be canceled. The authorized capital stock of SCIMED Life shall not be changed but shall be and remain the same as immediately prior to the Merger.
- 1.5. Employee Benefit Plans. SCIMED Life will assume all of the obligations of SCIMED 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 SCIMED Technology such deeds and other instruments and there shall be taken or caused to be taken by SCIMED 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 SCIMED 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

SCIMED 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 SCIMED Technology if such amendment would in the sole discretion of the Board of Directors of SCIMED 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 SCIMED 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.
- 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 Board of SCIMED Life 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 SCIMED 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.

*(Balance of page intentionally left blank.)*

IN WITNESS WHEREOF, the Merger Agreement, having first been duly approved by the Board of Directors of SCIMED Life, 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

SCIMED TECHNOLOGY, INC.

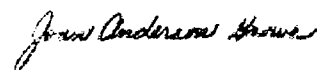
By: 

Daniel O. Adams

Its: Vice President

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

DEC 23 1997



Secretary of State