

RECOR



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TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS

Original documents or copy thereof.

1. Name of conveying party(ies). If multiple assignees, list numerically

200 JAN -4 PM 2:15

ICU Medical, Inc.

OPR/FINANCE

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State California
- Other:

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

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

Name: ICU Medical, Inc.
Internal Address:
Street Address: 951 Calle Amanecer
City: San Clemente State: CA ZIP: 92673

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State Delaware
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) and address(es) attached?
 Yes No

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) January 23, 1992

4. Application number(s) or registration number(s):

- a. Trademark Application No(s):
- b. Trademark Registration No(s):
1,749,982

Additional numbers attached? Yes No

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

Name: Steven J. Nataupsky
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.: ICUMM.012T

7. Total fee (37 CFR 3.41): \$40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: 1

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.

Steven J. Nataupsky
Name of Person Signing

Signature

December 28, 1999
Date

Total number of pages including cover sheet, attachments and document: 6

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

02/01/2000 DNGUYEN 00000218 1749982

Commissioner of Patents and Trademarks

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40.00 DP

Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002014 FRAME: 0907

State of Delaware

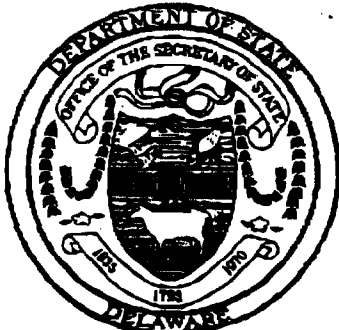


Office of Secretary of State

I, JEFFREY D. LEWIS, ACTING SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER OF "ICU MEDICAL, INC." A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, MERGING WITH AND INTO "ICU MEDICAL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE UNDER THE NAME OF "ICU MEDICAL, INC." AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF JANUARY, A.D. 1992, AT 12 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY LAWS OF THE STATE OF DELAWARE.

* * * * *



722023057

Jeffrey D. Lewis

ACTING SECRETARY OF STATE

*3320177

AUTHENTICATION:

DATE: 01/23/1992

**AGREEMENT OF MERGER
AND PLAN OF REORGANIZATION**

This AGREEMENT OF MERGER AND PLAN OF REORGANIZATION (hereinafter called the "Merger Agreement") is made as of January 21, 1992, by and between ICU Medical, Inc., a California corporation (hereinafter sometimes called "CALICU"), and ICU Medical, Inc., a Delaware corporation (hereinafter sometimes called "DELICU"). CALICU and DELICU are herein sometimes referred to as the "Constituent Corporations."

The authorized capital stock of CALICU consists of 2,000,000 shares of Common Stock and 500,000 shares of Preferred Stock, and the authorized capital stock of DELICU consists of 10,000,000 shares of Common Stock with a par value of \$0.10 per share and 500,000 shares of Preferred Stock with a par value of \$1 per share. The Directors of the Constituent Corporations deem it advisable and to the advantage of said corporations that CALICU merge into DELICU in accordance with the following terms, conditions and other provisions:

I. TERMS AND CONDITIONS

1.1 *Merger.* CALICU shall be merged with and into DELICU, and DELICU shall be the surviving corporation, effective upon the date when this Merger Agreement is filed with the Secretaries of State of the States of California and Delaware (the "Effective Date").

1.2 *Succession.* On the Effective Date, DELICU shall succeed to all of the rights, privileges, powers and property of CALICU in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware.

1.3 *Common Stock of CALICU.* Upon the Effective Date, by virtue of the merger and without any action on the part of the holder thereof, each share of Common Stock of CALICU outstanding immediately prior thereto shall be changed and converted into four fully paid and non-assessable shares of the Common Stock, par value \$0.10 per share, of DELICU.

1.4 *Common Stock of DELICU.* Upon the effective date, by virtue of the merger and without any action on the part of the holder thereof, each share of Common Stock of DELICU outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

1.5 *Stock Certificates.* On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock of CALICU shall be deemed for all purposes to evidence ownership of and to represent the shares of DELICU into which the shares of CALICU represented by such certificates have been converted as herein provided. The registered owner on the books and records of DELICU or its transfer

agents of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to DELICU or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of DELICU evidenced by such outstanding certificate as above provided.

1.6 Options. On the Effective Date, DELICU will assume and continue the 1985 Amended Stock Option Plan of CALICU and assume the unexercised portions of all options outstanding under said Plan and the obligations of CALICU under such options. On the Effective Date, the unexercised portion of each option to purchase Common Stock of CALICU outstanding under said Plan shall become an option to purchase four shares of Common Stock of DELICU for each share of CALICU Common Stock subject to the unexercised portion of such option, and the exercise price per share of such option shall be reduced in proportion to the increase in the number of shares subject to the option, so that the aggregate exercise price of all shares of DELICU Common Stock subject to such option immediately after the Effective Date shall equal the aggregate exercise price of all shares of CALICU Common Stock subject to the unexercised portion of such option immediately before the Effective Date. There shall be no other changes in the terms or conditions of such options.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation and Bylaws. The Certificate of Incorporation of DELICU as in effect on the Effective Date, shall continue to be the Certificate of Incorporation of DELICU without change or amendment until further amended in accordance with the provisions thereof and applicable law. The Bylaws of DELICU, as in effect on the Effective Date, shall continue to be the Bylaws of DELICU without change or amendment until further amended in accordance with the provisions thereof and applicable law.

2.2 Directors. The directors of DELICU as of the Effective Date shall continue to be the Directors of DELICU and such directors shall serve until the first meeting of shareholders of DELICU and until their successors are elected and qualified.

2.3 Officers. The officers of DELICU shall remain officers of DELICU on the effective date until their successors are elected and qualified or their prior resignation, removal or death.

III. MISCELLANEOUS

3.1 Further Assurances. From time to time, as and when required by DELICU or by its successors and assigns, there shall be executed and delivered on behalf of CALICU such deeds and other instruments, and there shall be taken or caused to be taken by it 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 DELICU the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of CALICU, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of DELICU are fully authorized in the name and on behalf of CALICU or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3.2 Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either CALICU or DELICU or both, notwithstanding approval of this Merger Agreement by the shareholders of CALICU.

3.3 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, this Merger Agreement, having first been duly approved by the Board of Directors of CALICU and DELICU, is hereby executed on behalf of each of said corporations by their respective officers thereunto duly authorized.

ICU MEDICAL, INC.,
a California corporation

By: George A. Lopez
George A. Lopez
President

By: George A. Lopez
George A. Lopez
Secretary

ICU MEDICAL, INC.,
a Delaware Corporation

By: George A. Lopez
George A. Lopez
President

By: William Moore
William Moore
Secretary

**CERTIFICATE OF SECRETARY
OF
ICU MEDICAL, INC.
(a Delaware corporation)**

I, William Moore, the Secretary of ICU Medical, Inc., hereby certify that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the corporation by the President and Secretary under the corporate seal of said corporation, was duly approved and adopted by unanimous written consent of the stockholders of ICU Medical, Inc. on January 10, 1992 by the holders of all of the outstanding stock entitled to vote thereon.

WITNESS my hand and seal of said ICU Medical, Inc. this 17 day of January, 1992.

(SEAL)



William Moore
Secretary

**CERTIFICATE OF SECRETARY
OF
ICU MEDICAL, INC.
(a California corporation)**

I, George A. Lopez, the Secretary of ICU Medical, Inc., hereby certify that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the corporation by the President and Secretary under the corporate seal of said corporation, was duly approved and adopted by written consent of the stockholders of ICU Medical, Inc. on January 10, 1992 by the holders of a majority of all of the outstanding stock entitled to vote thereon.

WITNESS my hand and seal of said ICU Medical, Inc. this 17 day of January, 1992.

(SEAL)



George A. Lopez
Secretary