

06-30-2000

Form PTO-1594 (Rev. 6-93)

RECORDA



U.S. DEPARTMENT OF COMMERCE

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

TR

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

101393583

Original document or copy thereof

1. Name of conveying party(ies): 6-8-00

Abbott-Northwestern Hospital, Inc.
800 East 28th Street at Chicago Avenue
Minneapolis, MN 55407

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Minnesota
 Other _____

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

Health One Corporation
2810 - 57th Ave North
Minneapolis MN 55430

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Minnesota
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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)

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

A. Trademark Application No(s):

B. Trademark Registration No(s):

1,547,136 (WOMENCARE and Design (Body in Motion))
1,547,733 (MINNEAPOLIS NEUROSCIENCE INSTITUTE)

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

Richard M. Berman
FAEGRE & BENSON LLP
2200 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-3901
612/336-3463

6. Total number of applications and registrations involved: 02

06/29/2000 DNGUYEN 00000077 1547136

01 FC:481 40.00 OP
02 FC:482 25.00 OP

7. Total fee (37 CFR 3.41)\$65.00

Enclosed
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

DO NOT USE THIS SPACE

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

Colleen M. Sarenpa
Name of person signing

Signature

June 5
~~May~~, 2000
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

ARTICLES OF MERGER
OF
ABBOTT-NORTHWESTERN HOSPITAL, INC.
INTO
HEALTH ONE CORPORATION

Pursuant to the provisions of Minnesota Statutes, section 317A.615, the undersigned officers of Abbott-Northwestern Hospital, Inc. and Health One Corporation hereby certify that:

1. Attached hereto as Exhibit A is a copy of the Plan of Merger pursuant to which Abbott-Northwestern Hospital, Inc., a Minnesota nonprofit corporation with no members, will be merged into Health One Corporation, a Minnesota nonprofit corporation with voting members.

2. The Plan of Merger has been duly approved and adopted by the Board of Directors of Abbott-Northwestern Hospital, Inc., by the Board of Directors of LifeSpan Inc., and by the members and the Board of Directors of Health One Corporation, in accordance with the provisions of Minnesota Statutes, Chapter 317A.

3. Because the merging corporations are exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, prior notice to the Attorney General pursuant to Minnesota Statutes, section 317A.811, is not applicable to this merger.

4. The merger shall be effective as of 12:04 a.m. on March 1, 1993.

Dated: February 25, 1993

ABBOTT-NORTHWESTERN HOSPITAL, INC.

By *Arlo M. Franzen*

Its Chief Executive Officer

HEALTH ONE CORPORATION

By *Donald C. Jernigan*

Its President

MTT075E1.WP5
2-9-93

001998

TRADEMARK
REEL: 002093 FRAME: 0835

PLAN OF MERGER
OF
ABBOTT-NORTHWESTERN HOSPITAL, INC.
INTO
HEALTH ONE CORPORATION

1. **Merging corporations.** The names of the corporations proposing to merge are Abbott-Northwestern Hospital, Inc. ("Abbott-Northwestern") and Health One Corporation ("Health One"), both Minnesota nonprofit corporations.

2. **Surviving corporation.** The surviving corporation shall be Health One Corporation, which shall be renamed "HealthSpan Health Systems Corporation" as of the effective date of the merger. ^{TS}

3. **Terms and conditions.** The merger shall be subject to the following terms and conditions:

- a. The merger shall be effective on the date that articles of merger certifying the proper approval of this Plan of Merger are duly filed with the Minnesota Secretary of State, or such other time as is specified in the articles of merger; provided, however, that the merger shall be conditioned upon (a) the merger of United Hospital Incorporated, a Minnesota nonprofit corporation, into Health One Corporation, a Minnesota nonprofit corporation, effective before the effective date of this merger; and (b) the merger of River Falls Area Hospital, Inc., a Wisconsin nonprofit corporation, into Health One Corporation, effective before the effective date of this merger.
- b. The merger may be abandoned upon the affirmative vote of a majority of the directors present at a duly held meeting of the board of either merging corporation prior to the effective date of the merger. The board of directors of Health One may vote to abandon the merger without the approval of the voting members of Health One.
- c. Following the effective date of the merger, the separate corporate existence of the merging corporations shall continue to the extent deemed necessary by the board of directors of the surviving corporation for purposes of (1) filing any and all tax returns, Medicare or Medicaid reports, and other reports that the separate corporation may be required to file with any governmental authority; (2) continuing to bill and collect from patients and third party payors for

- patient services; (3) withholding and remitting any payroll taxes; (4) avoiding any forfeitures under the terms of any contract, deed, license, permit or other document; (5) preserving the right of indemnification under any and all policies or plans of property, casualty, surety, or directors and officers liability insurance; (6) receiving any payments from any party; (7) complying with any covenant or condition of any loan agreement, mortgage or trust indenture; (8) receiving any devise, bequest, gift or grant that would not otherwise inure to the surviving corporation; (9) executing any and all documents necessary to the accomplishment of the transactions contemplated by the Affiliation Agreement to which the merging corporations are parties; or (10) any other purpose deemed appropriate by the board of directors of the surviving corporation.

4. **Memberships.** Abbott-Northwestern has no voting members and shall have no voting members upon the effective date of the merger. The voting members of the surviving corporation shall be those persons who were voting members of LifeSpan Inc., a Minnesota nonprofit corporation, and those persons who were voting members of Health One, immediately prior to the effective date of the merger of LifeSpan Inc. into Abbott-Northwestern Hospital, Inc.

5. **Articles of incorporation.** The articles of incorporation of the surviving corporation shall be as set forth in the attached Exhibit 1.

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