

NIKOLAI, MERSEREAU & DIETZ, P.A.



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PATENTS

09-18-2000



101458128

08-10-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #26

August 8, 2000

MPD 8.10.00

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

TRADEMARKS ONLY

OUR FILE NO. 920114

BOX ASSIGNMENTS/FEE
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:
O'Pin Systems, Inc.

____ Individual(s) _____ Association
____ General Partnership _____ Limited Partnership
X Corporation-State of Minnesota
____ Other _____

2. Name and Address of Party(ies) receiving an interest:
Name: Applied HealthCare Informatics, Inc. (Ingenix)
Street Address: 12125 Technology Drive
City: Eden Prairie
State: Minnesota Zip: 55344

____ Individual(s) citizenship _____
____ Association _____
____ General Partnership _____
____ Limited Partnership _____
X Corporation-State of Delaware
____ Other _____

If assignee is not domiciled in the United States, a domestic representative designated is attached: ____ Yes ____ No
(Designation must be a separate document from Assignment)

3. Nature of Conveyance:
____ Assignment _____ X Merger
____ Security Agreement _____ Change of Name
____ Other _____

Execution Date: December 30, 1998

09/15/2000 MTHA11 00000494 1949863
01 FC:481 40.00 DP

TRADEMARK
REEL: 002137 FRAME: 0669

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 1,949,863
5. Name and address of party of whom correspondence concerning document should be mailed:
Name: James T. Nikolai, Esq.
NIKOLAI, MERSEREAU & DIETZ, P.A.
Street Address: 900 Second Avenue South, #820
City: Minneapolis State: MN Zip: 55402-3325
6. Number of applications and registrations involved: one
7. Total Fee (37 CFR 3.41): \$40.00
X A check is enclosed.
8. The Commissioner is authorized to charge any fees or refund any overpayment under 37 CFR 2.6 which may be required by this paper to Deposit Account No. 08-1265.

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.

James T. Nikolai
Name of Person Signing

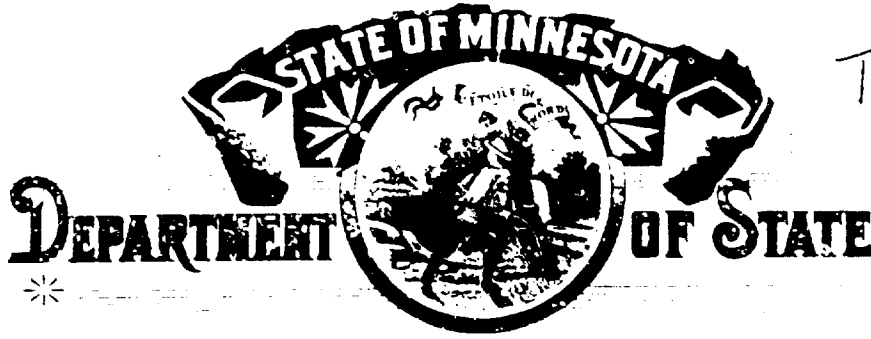
James T. Nikolai
Signature

Date: August 8, 2000

Total number of pages including cover sheet, attachments and document: 34

No 50 194

T 65 394



To All To Whom These Presents Shall Come, Greeting:

Whereas, Articles of Incorporation duly signed and acknowledged under oath, have been filed for record in the office of the Secretary of State, on the 5th day of December, A. D. 1985 for the incorporation of

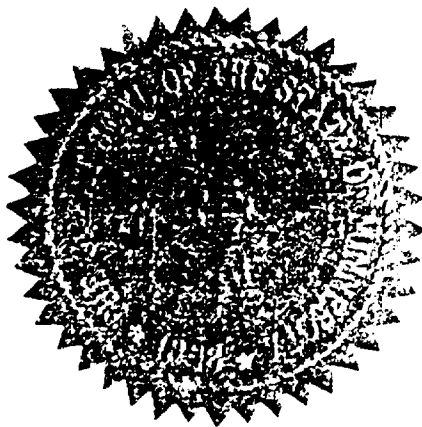
O'PIN SYSTEMS, INC.

under and in accordance with the provisions of Minnesota Statutes, Chapter 302A,

Now, Therefore, by virtue of the powers and duties vested in me by law, as Secretary of State of the State of Minnesota, I do hereby certify that the said

O'PIN SYSTEMS, INC.

is a legally organized Corporation under the laws of this State



Witness my official signature hereunto subscribed and the Great Seal of the State of Minnesota hereunto affixed this fifth day of December in the year of our Lord one thousand nine hundred and eighty-five.

Joan Anderson Howe
Secretary of State

SC-00009-03

SC-194

T 85 396

ARTICLES OF INCORPORATION

OF

O'PIN SYSTEMS, INC.

The undersigned incorporator, being a natural person of full age, for the purpose of forming a corporation under and pursuant to Minnesota Statutes Chapter 302A, hereby adopts the following Articles of Incorporation:

ARTICLE I.

NAME

The name of this corporation is: O'PIN SYSTEMS, INC. 17

ARTICLE II.

REGISTERED OFFICE ADDRESS

The location and post office address of the registered office of this corporation in the State of Minnesota is: 8540 West 135th Street, Apple Valley, Minnesota 55124.

570712

ARTICLE III.

INCORPORATORS

The name and post office address of the incorporator is as follows:

T 15 296

Jeffrey K. Vest
360 Brookdale Corporation Center
6200 Shingle Creek Parkway East
Brooklyn Center, Minnesota 55430

ARTICLE IV.

CAPITAL

The aggregate number of shares of Common Stock which this corporation shall have the authority to issue is Ten Thousand (10,000) shares of ✓ Common Stock each with \$.01 par value. Such shares shall be designated as this corporation's "Common Stock".

The aggregate number of shares of Preferred Stock which this corporation shall have the authority to issue is Ten Thousand (10,000) ✓ shares, which may be issued in one or more series as determined from time to time by the Board of Directors. Such shares shall be designated as the "Preferred Stock, Series _____". The shares of Preferred Stock of any Series authorized for issuance by the Board of Directors of this corporation shall be senior to the Common Stock with respect to any distribution (as such term is defined in Section 302A.011, Subd. 10, of the Minnesota Statutes) so designated by the Board of Directors of this corporation upon issuance of the shares of that Series. The Board of Directors is hereby granted the express authority to fix by resolution any other designations, powers, preferences, rights, qualifications, limitations or restrictions with respect to any particular series of Preferred Stock other than those thereof.

Except as otherwise required by law, the holders of the shares of Common Stock shall have the sole voting rights of this corporation. No holder of stock of this corporation shall be entitled to any cumulative voting rights.

ARTICLE V.

DURATION

The corporation shall have perpetual existence.

ARTICLE VI.

PURPOSES

This corporation shall have general business purposes and shall have the unlimited power to engage in and to do any act necessary or incidental to the conduct of any business for which corporations may be organized under Minnesota Statutes Chapter 302A, together with the power to do or perform any acts consistent with or which may be implied from the powers expressly conferred upon corporations by Minnesota Statutes Chapter 302A.

ARTICLE VII.

POWERS OF THE BOARD OF DIRECTORS

The management of this corporation shall be vested in a Board of Directors. In addition to, and not by way of limitation of, the powers granted to the Board of Directors by Minnesota Statutes Chapter 302A, the Board of Directors of this corporation shall have the following powers and authority:

- a. To fix the terms, provisions and conditions of and to authorize the issuance, sale, pledge or exchange of bonds, debentures, notes, or other evidences of indebtedness of this corporation.
- b. To adopt, amend or repeal any or any of the by-laws of this corporation by the vote of a majority of its members present at a duly held meeting, subject to the power of the shareholders to adopt, amend or repeal such by-laws.
- c. To take any action required or permitted by law or by these Articles to be taken by the Board of Directors at a duly held meeting by written action signed by a majority of the members of the Board, except as to those matters which require shareholder approval, in which case the written action shall be signed by all members of the Board of Directors.
- d. As to any member of the Board, to give advance written consent or opposition to a resolution stating an action to be taken by the Board; such consent or opposition shall be counted as a vote in favor of or against the resolution and shall be entered in the minutes or other record of action taken by the Board at the meeting; if the resolution acted upon by the Board at the meeting is substantially the same or has substantially the same effect as the resolution to which the member of the Board has consented or objected.
- e. To adopt an indemnity plan and to purchase and maintain insurance for officers, directors, employees and agents against liability asserted against them and incurred in any such capacity or arising out of their status as such to the fullest extent permissible under the provisions of Minnesota Statutes Chapter 302A.
- f. To fix by resolution any designation, power, preference, right, qualification, limitation or restriction with respect to the issuance of any series of the preferred stock of this corporation authorized by these articles.

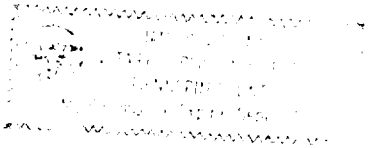
IN WITNESS WHEREOF, I have executed these Articles of Incorporation of this 14th day of April, 1967.

 Secretary

T-65-1130

STATE OF MINNESOTA)
COUNTY OF _____)

On this _____ day of _____, 1955, before me a Notary Public within and for said County, personally appeared Jeffrey E. Vest, to me known to be the person named and described as the incorporator and who executed the foregoing articles of incorporation and acknowledged that he executed the same at his free act and deed for the uses and purposes therein expressed.



Notary Public

STATE OF MINNESOTA
DEPARTMENT OF STATE

I hereby certify that the within instrument was filed for record in this office on the 5th day of Dec A. D. 1955, at 4 o'clock P. M. and was duly recorded in Book T-65 of incorporations, on page 394

[Signature]
S. H. _____
Secretary of State

SC-194



**CERTIFICATE OF RIGHT OR CONSENT TO
THE USE OF AN ASSUMED NAME OR CORPORATE NAME**

3005

Desired Corporate or Assumed Name
Open Systems, Inc.

My use of the above assumed name or corporate name has been denied by the Secretary of State because of the existence of the following name which has been deemed to be the same or deceptively similar:

Conflicting Name
O'Pin Systems, Inc.

I certify that I have the right to the use of that assumed name or corporate name because I have: ("X" one)

<input checked="" type="checkbox"/>	Received the attached signed consent of all corporations, partnerships and single proprietorships operating under the same or deceptively similar name.
<input type="checkbox"/>	Received the attached certified copy of a final decree of a court of this state establishing my prior right to the use of this name.
<input type="checkbox"/>	Fulfilled the requirements of Minnesota Statutes 302A.115, Subd. 1 (d) (1): NOTE: In order to use this procedure, "X" the large box and all four smaller boxes.)
<input type="checkbox"/>	The corporation, partnership or single proprietorship has not filed any documents with the Office of the Secretary of State in the previous three year period;
<input type="checkbox"/>	My written notice sent to them by certified mail has been returned as undeliverable;
<input type="checkbox"/>	After diligent inquiry, I have been unable to find any telephone listing in the county of the registered office; and
<input type="checkbox"/>	I have no knowledge that they are currently engaged in business in this state.

I swear that the foregoing is true and accurate and that I have the authority to sign this document on behalf of the corporation or other person or unincorporated association requesting the use of the above mentioned name.

Signed: *Douglas R. Hemer*
Douglas R. Hemer
Position: Incorporator

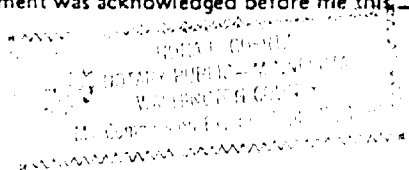
STATE OF MINNESOTA

ss

County of Ramsey

The foregoing instrument was acknowledged before me this 13th day April, 1990.

Notarial
Seal



[Signature]
(Notary Public)

OVER

INSTRUCTIONS

1. Complete one form for each conflicting name.
2. Type or print with dark black ink.
3. Filing Fee: \$15.00
4. Make check for the filing fee payable to the Secretary of State.
5. Mail or bring completed form to:
Secretary of State
Corporation Division
180 State Office Building
St. Paul, MN 55155
(612) 296-2803

FOR USE BY SECRETARY OF STATE

5C-194

CONSENT TO THE USE OF AN ASSUMED NAME OR CORPORATE NAME

3006

(Assumed Name or Corporate Name) O'PIN SYSTEMS, INC., a

corporation, partnership, limited partnership, sole proprietorship.

natural person residing in _____ county other _____

hereby consents to the use of the name Open Systems, Inc.

(insert desired name)

by Douglas L. Hemer

located at: (street address) 1700 First National Bank Building, (county) Ramsey

(city, state, zip) St. Paul, Minnesota 55101, unconditionally

with the following conditions: _____

I swear that the foregoing is true and accurate and that I have the authority to consent to the use of this name on behalf of O'PIN SYSTEMS, INC.

Signed: [Signature]

Position: Chief Operating Officer

431953

STATE OF MINNESOTA

County of Dakota ss

The foregoing instrument was acknowledged before me this 6th day of April, 1990.

(Notarial Seal)

[Signature]
(Notary Public)

NOTE: Conditions must be privately enforced.

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

APR 13 1990

[Signature]
Secretary of State





Notice of Change of Registered Office-Registered Agent or Both
by

Name of Corporation
O'PIN SYSTEMS, INC.

Pursuant to Minnesota Statutes, Section 302A.123, the undersigned hereby certifies that the Board of Directors of the above named Minnesota Corporation has resolved to change the corporation's registered office or agent:

F R O M	Agent's Name				
	Address (No. & Street)	<u>2208 W. 117 TH STREET</u>			
	City	County	MN	Zip	
	<u>BURNSVILLE</u>	<u>DAKOTA</u>		<u>55337</u>	

T O	Agent's Name				
	Address (No. & Street)	<u>7900 INTERNATIONAL DRIVE, SUITE 635</u>			
	City	County	MN	Zip	
	<u>BLOOMINGTON</u>	<u>HENNEPIN</u>		<u>55425</u>	

The new address may not be a post office box. It must be a street address, pursuant to Minnesota Statutes, Section 302A.011, Subd. 3.

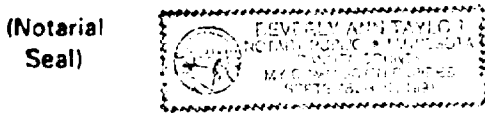
The effective date of the change will be the 1ST day of JULY, 1990 or the day of filing of this certificate with the Secretary of State, whichever is later.

I swear that the foregoing is true and accurate and that I have the authority to sign this document on behalf of the corporation.

Name of Officer or Other Authorized Agent of Corporation	Signature
<u>Raymond B. Pinson</u>	
Title or Office	Date
<u>President</u>	<u>11/13/90</u>

STATE OF MINNESOTA)
County of Dakota) ss.

The foregoing instrument was acknowledged before me on this 13 day of Nov, 1990.



(Notary Public)

Do not write below this line. For Secretary of State's use only.

Receipt Number	File Date	D.A.R.
521043		
FILING FEE: \$ <u>26.00</u> 35		
Return To: Corporation Division Office of the Secretary of State 180 State Office Building		

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
NOV 29 1990

Secretary of State

DC
50-194

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

O'PIN SYSTEMS, INC.

WHEREAS, O'Pin Systems, Inc. was duly incorporated on December 5, 1985 by filing the Articles of Incorporation with the Secretary of State of the State of Minnesota; and

WHEREAS, it is herein agreed to amend and restate the Articles of Incorporation effective upon the date of filing.

NOW, THEREFORE, the following Amended and Restated Articles of Incorporation were adopted, namely:

ARTICLES OF INCORPORATION

OF

O'PIN SYSTEMS, INC.

The undersigned, for the purpose of forming a corporation under and pursuant to the provisions of the Minnesota Statutes Chapter 302A, does hereby establish a body corporate and adopt the following Articles of Incorporation:

ARTICLE I

Corporate Name

The name of this corporation shall be O'PIN SYSTEMS, INC.

ARTICLE II

Corporate Purpose

The general nature and purpose of this corporation is as follows:

It shall have a general business purpose as authorized under Section 302A.101 of Minnesota Statutes and laws amendatory thereof and supplementary thereto.

097795

ARTICLE IIICorporate Powers

In general, said corporation shall have and exercise all powers conferred by the laws of the State of Minnesota as authorized under Section 302A.161 of Minnesota Statutes, namely:

Generally limitations. The corporation has the powers set forth in this section, subject to any limitations provided in any other statute of this state or in its Articles.

Duration. The corporation has perpetual duration.

Legal capacity. The corporation may sue and be sued, complain and defend and participate as a party or otherwise in any legal, administrative or arbitration proceeding, in its corporate name.

Property ownership. The corporation may purchase, lease or otherwise acquire, own, hold, improve, use and otherwise deal in and with, real or personal property, or any interest therein, wherever situated.

Property disposition. The corporation may sell, convey, mortgage, create a security interest in, lease, exchange, transfer or otherwise dispose of all or any part of its real or personal property, or any interest therein, wherever situated.

Trading in securities; obligations. The corporation may purchase, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, exchange, mortgage, lend, create a security interest in, or otherwise dispose of and otherwise use and deal in and with, securities or other interests in, or obligations of, a person or direct or indirect obligations of any domestic or foreign government or instrumentality thereof.

Contracts; mortgages. The corporation may make contracts and incur liabilities, borrow money, issue its securities and secure any of its obligations by mortgage of or creation of a security interest in all or any of its property, franchises and income.

Investment. The corporation may invest and reinvest its funds.

Holding property as security. The corporation may take and hold real and personal property, whether or not of a kind sold or otherwise dealt in by the corporation, as security for the payment of money loaned, advanced or invested.

Location. The corporation may conduct its business, carry on its operations, have offices and exercise the powers granted by this chapter anywhere in the universe.

Donations. The corporation may make donations, irrespective of corporate benefit, for the public welfare; for social, community, charitable, religious, educational, scientific, civic, literary and testing for public safety purposes; for the purpose of fostering national or international amateur sports competition; and for the prevention of cruelty to children and animals.

Pensions, benefits. The corporation may pay pensions, retirement allowances and compensation for past services to and for the benefit of, and establish, maintain, continue and carry out, wholly or partially at the expense of the corporation, employee or incentive benefit plans, trusts and provisions to or for the benefit of, any or all of its related corporations' officers, directors, employees and agents and the families, dependents and beneficiaries of any of them. It may indemnify and purchase and maintain insurance for and on behalf of a fiduciary of any of these employee benefit and incentive plans, trusts and provisions.

Insurance. The corporation may provide for its benefit life insurance and other insurance with respect to the services of any or all of its officers, directors, employees and agents, or on the life of a shareholder for the purpose of acquiring at the death of the shareholder any or all shares in the corporation owned by the shareholder.

Corporate seal. The corporation may have, alter at pleasure and use a corporate seal as provided in Section 302A.163.

By-laws. The corporation may adopt, amend and repeal By-laws relating to the management of the business or the regulation of the affairs of the corporation as provided in Section 302A.181.

Committees. The corporation may establish committees of the Board of Directors, elect or appoint persons to the committees and

define their duties as provided in Section 302A.241 and fix their compensation.

Officers; employees; agents. The corporation may elect or appoint officers, employees and agents of the corporation, and define their duties as provided in Sections 302A.301 to 302A.361 and fix their compensation.

Securities. The corporation may issue securities and rights to purchase securities as provided in Sections 302A.401 to 302A.425.

Loans; guaranties; sureties. The corporation may lend money to, guarantee an obligation of, become a surety for, or otherwise financially assist persons as provided in Section 302A.501.

Advances. The corporation may make advances to its Directors, officers and employees and those of its subsidiaries as provided in Section 302A.505.

Indemnification. The corporation shall indemnify those persons identified in Section 302A.521 against certain expenses and liabilities only as provided in Section 302A.521 and may indemnify other persons.

Assumed names. The corporation may conduct all or part of its business under one or more assumed names as provided in Sections 333.001 to 333.06.

Other powers. The corporation may have and exercise all other powers necessary or convenient to effect any or all of the business purposes for which the corporation is incorporated.

ARTICLE IV

Registered Office

The location and post office address of the registered office of this corporation in Minnesota shall be International Plaza, Suite 635, 7900 International Drive, Bloomington, Minnesota 55425.

ARTICLE V**Authorized Shares**

The total authorized number of shares of this corporation shall be 10,000,000 shares, which are hereby designated common shares and the par value of each share shall be as set forth by Minnesota Statutes Section 302A.401. Such shares shall be issued at such times and in such amounts and upon terms directed by the Board of Directors.

ARTICLE VI**Class, Series, Rights and Preference of Shares**

The Board of Directors of this corporation shall have the power and authority to issue more than one class and series of shares and shall have the power and authority to fix relative rights and preferences of any such classes and series.

ARTICLE VII**Dividends, Capital Accounts**

The holders of the common shares shall be entitled to receive from the net assets or surplus in excess of capital, if and when declared by the Board of Directors, such dividends as may be declared by the Board. Before the dedication of any of the net assets, surplus or profits to the payment of dividends, there may be set apart such sum or sums as the Board of Directors may from time-to-time, in its absolute discretion, think proper as a reserve fund or surplus to meet contingencies, or for the additional capital or for such other purposes as it may deem proper. The Board of Directors may increase, diminish or vary such reserve fund, surplus or additional capital, provided, however, that nothing herein contained shall be construed to compel the declaration of dividends of any profit over and above the amount so reserved and which may at any time remain undistributed to any express purpose.

ARTICLE VIIIPre-emptive Rights

Shareholders of this corporation shall not have pre-emptive rights to subscribe for, purchase or acquire any shares of any class of this corporation, whether unissued or treasury shares or whether now or hereafter authorized under Section 302A.413 of Minnesota Statutes.

ARTICLE IXCumulative Voting

Shareholders of this corporation shall not have cumulative voting rights existing as authorized under Section 302A.215 of Minnesota Statutes.

ARTICLE XFirst Board of Directors and Incorporators

The name and post office address of the First board of Directors of this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
Raymond B. Pinson	4297 - 138th Court West Rosemount, Minnesota 55068

The term of office of each of said directors shall be for an indefinite term that expires at the next regular meeting of shareholders. The Board shall consist of one or more Directors.

The name and post office address of the incorporator of this corporation is:

<u>NAME</u>	<u>ADDRESS</u>
Raymond B. Pinson	4297 - 138th Court West Rosemount, Minnesota 55068

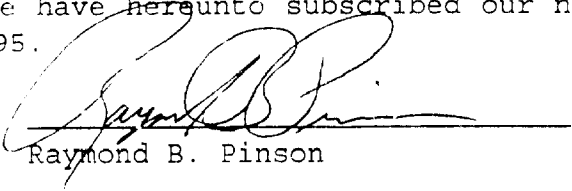
ARTICLE XIActs of Shareholders

The holders of a majority of the Common Shares of this corporation then outstanding shall have the power to amend, adopt or repeal these Articles of Incorporation, to amend, adopt or repeal By-laws, to adopt an agreement or consolidation of merger, and to authorize the Board of Directors to sell, lease, exchange or otherwise dispose of all, or substantially all, of the property and assets of this corporation, including its good will, upon such terms and conditions and for such consideration, which may be money, shares, bonds or other instruments for the payment of money or other property, as the Board of Directors deem expedient.

ARTICLE XIILiability of Directors

No Director of this corporation shall be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a Director, except for liability, (i) for any breach of the Director's duty of loyalty to the corporation or its shareholders; (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) under Section 302A.559 or 80A.23 of the Minnesota Statutes; (iv) for any transaction for which the Directors derived any improper personal benefit; or (v) for any act or omission occurring prior to the date when this provision becomes effective.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names this 8th day of March, 1995.


Raymond B. Pinson

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

MAR 13 1995

Jean Anderson Howe

Secretary of State

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 the individual merging entities 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: UHC ORANGE ACQUISITION, INC.

MN: O'PIN SYSTEMS, INC.

State of Formation and Name of Surviving Entity:

MN: O'PIN SYSTEMS, INC.

Effective Date of Merger: 5/2/97

Name of Surviving Entity After Effective Date of Merger:

MN: O'PIN SYSTEMS, INC.

This certificate has been issued on: 5/2/97



Joan Anderson Grove
Secretary of State.

50-194

ARTICLES OF MERGER
BETWEEN
UHC ORANGE ACQUISITION, INC.
AND
O'PIN SYSTEMS, INC.

THE UNDERSIGNED, Raymond B. Pinson, the President of O'Pin Systems, Inc., a Minnesota corporation, and Kevin H. Roche', the President of UHC Orange Acquisition, Inc., a Minnesota corporation, hereby certify as follows:

1. Attached hereto as Exhibit A is the Plan of Merger for the merger of UHC Orange Acquisition, Inc. with and into O'Pin Systems, Inc. (the "Merger"), which has been duly adopted by the board of directors of each such corporation.
2. Such Plan of Merger has been approved by O'Pin Systems, Inc. and by UHC Orange Acquisition, Inc. pursuant to Chapter 302A of the Minnesota Business Corporation Act.
3. The Merger shall be effective upon the filing of these Articles of Merger With the Secretary of the State of Minnesota.

IN WITNESS WHEREOF, the undersigned Raymond B. Pinson of O'Pin Systems, Inc. and Kevin H. Roche' of UHC Orange Acquisition, Inc. have duly executed this document for and on behalf of their respective corporations this 1st day of May, 1997.

UHC ORANGE ACQUISITION, INC.

O'PIN SYSTEMS, INC.

By Kevin H. Roche'
Kevin H. Roche'
President

By Raymond B. Pinson
Raymond B. Pinson
President

040185

PLAN OF MERGER

The respective boards of directors of UHC Orange Acquisition, Inc. ("Merger Subsidiary"), a Minnesota corporation which is a wholly owned subsidiary of United HealthCare Corporation, a Minnesota corporation ("Parent"), and O'Pin Systems, Inc., a Minnesota corporation (the "Company") have, by resolutions duly adopted, approved the following provisions of this Plan of Merger (the "Plan of Merger") required by Chapter 302A of the Minnesota Business Corporation Act, as amended (the "MBCA"), in connection with the merger as herein described (the "Merger"):

ARTICLE I**THE MERGER**

1.01 The Merger. At the Effective Time (as defined in Section 1.03 hereof) in accordance with this Plan of Merger and the MBCA, Merger Subsidiary shall be merged with and into the Company, the separate existence of Merger Subsidiary shall cease and the Company shall continue as the surviving corporation of the Merger. The Company, in its capacity as the corporation surviving the Merger, is hereinafter sometimes referred to as the "Surviving Corporation." Merger Subsidiary and the Company are hereinafter sometimes collectively referred to as the "Constituent Corporations."

1.02 Effect of the Merger. The effect of the Merger shall be as set forth in Section 302A.641 of the MBCA and the Surviving Corporation shall succeed to and possess all the properties, rights, privileges, immunities, powers, franchises and purposes, and be subject to all the duties, liabilities, debts, obligations, restrictions and disabilities, of the Constituent Corporations, all without further act or deed.

1.03 Effective Time. The consummation of the Merger shall be effected as promptly as practicable, but in no event more than three business days, after the satisfaction or waiver of the conditions set forth in Article VII of the Agreement and Plan of Merger, dated April __, 1997, by and among Parent, Merger Subsidiary and the Company (the "Agreement and Plan") and the parties hereto will cause a copy of the articles of merger (the "Articles of Merger") to be executed, delivered and filed with the Secretary of State of the State of Minnesota in accordance with the MBCA. The Merger shall become effective immediately upon the filing of such Articles with the Secretary of State of the State of Minnesota. The date and time on which the Merger shall become effective is referred to herein as the "Effective Time."

1.04 Articles of Incorporation; By-Laws. At the Effective Time, the Articles of Incorporation and the By-Laws of Merger Subsidiary, as in effect on the date hereof and as otherwise amended prior to the Effective Time or in connection with the Merger, shall be the Articles of Incorporation and the By-Laws of the Surviving Corporation.

1.05 Directors and Officers. The directors of Merger Subsidiary immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation, each to hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation, and the officers of Merger Subsidiary immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation, in each case until their respective successors are duly elected or appointed and qualified.

1.06 Taking Necessary Action; Further Action. Parent, Merger Subsidiary and the Company, respectively, shall each use its reasonable efforts as promptly as possible to take all such action as may be necessary or appropriate to effectuate the Merger under the MBCA at the time specified in Section 1.03. If, at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Plan of Merger and to vest the Surviving Corporation with full right, title and possession to all properties, interests, assets, rights, privileges, immunities, powers, franchises and authority of either of the Constituent Corporations, the officers of the Surviving Corporation are fully authorized in the name of each Constituent Corporation or otherwise to execute and deliver or cause to be executed and delivered such deeds and other instruments and to take or cause to be taken all such further lawful and necessary action.

1.07 The Closing. The closing of the transactions contemplated by this Plan of Merger and the Agreement and Plan (the "Closing") will take place at the offices of Dorsey & Whitney LLP at 220 South Sixth Street, Minneapolis, Minnesota and will be effective as of the Effective Time.

ARTICLE II CONVERSION OF SECURITIES; EXCHANGE OF CERTIFICATES

2.01 Conversion of Securities. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any shares of Company Common Stock or any shares of capital stock of Sub:

(a) (i) each share of Company Common Stock (as defined in the Agreement and Plan) (all issued and outstanding shares of Company Common Stock being hereinafter collectively referred to as the "Shares") issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares (as defined in Section 2.05) and Shares to be canceled pursuant to Section 2.01(b)), shall be converted, subject to Section 2.04(e), Section 2.05, Section 2.06 and Section 2.01(a)(ii), into the right to receive a number of shares of Parent Common

Stock (as defined in the Agreement and Plan) equal to the number obtained by dividing (i) the quotient of (A) \$16,500,000 divided by (B) the Average Stock Price (as defined in the Agreement and Plan), by (ii) the sum of (A) the number of shares of Company Common Stock outstanding at the Effective Time (excluding shares that are to be canceled pursuant to 2.01(b)) (the "Outstanding Company Shares") and (B) 24,000 (or such other number equal to the number of shares of Parent Restricted Stock Awards to be issued pursuant to Section 6.18 of the Agreement and Plan divided by the Exchange Ratio). The foregoing formula for conversion of the Company Common Stock is referred to as the "Exchange Ratio."

(ii) Notwithstanding the provisions of clause (i) of Section 2.01 hereof, if the holder of any Shares shall have failed to execute and deliver an Investment Letter (as defined in Section 6.02(d) of the Agreement and Plan) prior to the Effective Time, then, at the election of Parent, exercisable by written notice thereof delivered by the Parent to the Company at or prior to the Closing, each Share held by such Holder shall at the Effective Time be converted, subject to Section 2.05 and Section 2.07, into the right to receive cash in an amount equal to the Exchange Ratio multiplied by the Average Stock Price. The option described above is referred to as the "Parent Option" and the cash consideration which any such Share represents the right to receive upon exercise of the Parent Option is referred to as the "Option Exchange Amount". The aggregate number of shares of Parent Common Stock into which shares of Company Common Stock are converted pursuant to clause (i) of this Section 2.01(a) (the "Stock Consideration"), together with the aggregate amount of cash, if any, which may be issued if Parent elects to exercise the Parent Option (the "Option Consideration"), are together referred to as the "Merger Consideration."

(b) each share of Company Common Stock issued and outstanding immediately prior to the Effective Time and owned by Parent, Sub or the Company or any direct or indirect subsidiary of Parent, Sub or the Company shall be canceled and extinguished without any conversion thereof and no payment shall be made with respect thereto; and

(c) each share of common stock, \$.01 par value, of Sub ("Sub Common Stock") issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of Common Stock of the Surviving Corporation.

2.02 Rights of Holders of Company Common Stock. On and after the Effective Time and until surrendered for exchange, each outstanding stock certificate which immediately prior to the Effective Time represented shares of Company Common Stock shall be deemed for all purposes, except as provided in Section 2.01(a)(ii), Section 2.04(e) and Section 2.05, to evidence ownership of and, subject to Section 2.06, to represent the right to receive the number of whole shares of Parent Common Stock into which such shares of Company Common Stock shall have been converted or, if applicable, the Option Exchange Amount into which each

such Share of Company Common Stock shall have been converted, without any interest thereon. The record holder of any outstanding certificate converted into the right to receive the Stock Consideration shall, after the Effective Time, be entitled to vote the shares of Parent Common Stock into which such shares of Company Common Stock shall have been converted on any matters on which the holders of record of Parent Common Stock, as of any date subsequent to the Effective Time, shall be entitled to vote. In any matters relating to such certificates, Parent may rely conclusively upon the record of shareholders maintained by the Company containing the names and addresses of the holders of record of Company Common Stock at the Effective Time.

2.03 Adjustment to Exchange Ratio. The Exchange Ratio set forth in Section 2.01(a)(i) shall be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into Company Common Stock or Parent Common Stock), reorganization, recapitalization or other like change (i) with respect to Company Common Stock occurring after the date of the Agreement and Plan and prior to the Effective Time and (ii) with respect to Parent Common Stock occurring during the period commencing on the tenth New York Stock Exchange trading day prior to the date that is the second day prior to the Closing Date and ending on the Effective Date.

2.04 Exchange of Certificates.

(a) Exchange Agent. As of the Effective Time, Parent shall deposit with Norwest Bank Minnesota, National Association or such other bank or trust company as may be designated by Parent and as is reasonably acceptable to the Company (the "Exchange Agent") certificates representing the shares of Parent Common Stock issuable pursuant to Section 2.01(a)(i), other than those shares delivered to the Escrow Agent pursuant to Section 2.06 hereof, and the Option Consideration, if any, less the portion of the Option Consideration delivered to the Escrow Agent pursuant to Section 2.06 hereof (such shares of Parent Common Stock, together with any dividends or distributions with respect thereto, and the Option Consideration, if any, being hereinafter referred to as the "Exchange Fund"). The Exchange Agent shall hold the Exchange Fund for the benefit of holders of Shares. The Exchange Agent shall distribute the Exchange Fund pursuant to this Section 2.04 in exchange for outstanding Shares. Except as contemplated by Section 2.04(f), the Exchange Fund shall not be used for any other purpose. Parent shall make available to the Exchange Agent from time to time as needed, cash sufficient to pay cash in lieu of fractional shares pursuant to Section 2.04(e). Parent shall pay all fees and expenses of the Exchange Agent and shall not permit any deduction from or set-off against the Exchange Fund in respect of any such fees and expenses.

(b) Exchange Procedures. As promptly as practicable after the Effective Time, Parent shall mail to each holder of record of a certificate or certificates which immediately prior to the Effective Time represented outstanding

Shares (the "Certificates"), whose Shares were converted into the right to receive shares of Parent Common Stock or Option Consideration pursuant to Section 2.01(a), a letter of transmittal in customary form. The letter of transmittal shall specify that delivery of Certificates shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent. The Exchange Agent shall accompany the letter of transmittal with instructions for use in effecting the surrender of the Certificates in exchange for certificates representing shares of Parent Common Stock or Option Consideration. Upon surrender to the Exchange Agent for cancellation of a Certificate representing the right to receive shares of Parent Common Stock, together with such letter of transmittal, duly executed, and such other documents as the Exchange Agent may reasonably require, the holder of such Certificate shall be entitled to receive in exchange therefor a certificate representing that number of whole shares of Parent Common Stock (rounded down to the nearest whole share) which such holder has the right to receive pursuant to the provisions of this Article II (after taking into account all the Shares then held by such holder under all such Certificates so surrendered), cash in lieu of fractional shares of Parent Common Stock to which such holder is entitled pursuant to Section 2.04(e), and any dividends or other distributions to which such holder is entitled pursuant to Section 2.04(c). Upon surrender for cancellation to the Exchange Agent of a Certificate representing the right to receive Option Consideration, together with the required letter of transmittal, duly executed, and such other documents as the Exchange Agent may reasonably require, the holder of such Certificate shall be entitled to receive in exchange therefor an amount in cash equal to the Option Exchange Amount multiplied by the total number of shares of Company Common Stock evidenced by such Certificate (without interest thereon). The Exchange Agent shall forthwith cancel the Certificates so surrendered. If there is a transfer of Share ownership which is not registered in the transfer records of the Company, a certificate representing the proper number of shares of Parent Common Stock may be issued to a person other than the person in whose name the Certificate so surrendered is registered, if: (i) upon presentation to the Exchange Agent, such Certificate shall be properly endorsed or otherwise be in proper form for transfer, (ii) the person requesting such payment shall pay any transfer or other taxes required by reason of the issuance of shares of Parent Common Stock to a person other than the registered holder of such Certificate or establish to the reasonable satisfaction of Parent that such tax has been paid or is not applicable, (iii) the person shall have executed the documents to be executed by the shareholders of the Company set forth as conditions to the Closing in Article VII of the Agreement and Plan and (iv) the issuance of such Parent Common Stock shall not, in the sole discretion of Parent, violate the requirements of the Regulation D "safe harbor" of the Securities Act of 1933 (the "Securities Act") with respect to the private placement of Parent Common Stock that will result from the Merger. Except as provided in Section 2.02, until surrendered as contemplated by this Section 2.04(b), each Certificate shall be deemed at any time after the Effective Time to represent only the right to receive upon such surrender the Certificate representing shares of Parent Common Stock, cash in lieu of any fractional shares of Parent Common Stock as contemplated by this

Section 2.04, any dividends or other distributions to which such holder is entitled pursuant to Section 2.04(c) or, to the extent applicable, the Option Consideration. No interest will be paid or will accrue on any cash payable pursuant to Section 2.04(c) or 2.04(e) or the Option Consideration.

(c) Distributions with Respect to Unexchanged Shares.

Parent will pay no dividends and make no other distributions with respect to Parent Common Stock with a record date after the Effective Time to the holder of any unsurrendered Certificate with respect to the shares of Parent Common Stock represented thereby, and Parent will make no payment in lieu of fractional shares to any such holder pursuant to Section 2.04(e), until the holder of record of such Certificate surrenders such Certificate. Following surrender of any such Certificate, the Exchange Agent, on behalf of Parent, shall pay to the record holder of the Certificate representing whole shares of Parent Common Stock issued in exchange therefor, without interest, (i) at the time of such surrender, the amount of any cash payable in lieu of a fractional share of Parent Common Stock to which such holder is entitled pursuant to Section 2.04(e) and the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of Parent Common Stock and (ii) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender and a payment date subsequent to such surrender payable with respect to such whole shares of Parent Common Stock.

(d) No Further Ownership Rights in Company Common

Stock. All shares of Parent Common Stock issued upon the surrender for exchange of Shares (including shares of Parent Common Stock delivered to the Escrow Agent pursuant to Section 2.06) in accordance with the terms hereof (including any cash paid pursuant to Section 2.04(c) or 2.04(e)), or payment of the Option Consideration, as applicable, shall be deemed to have been issued in full satisfaction of all rights pertaining to such Shares.

(e) No Fractional Shares.

(i) No certificates or scrip representing fractional shares of Parent Common Stock shall be issued upon the surrender for exchange of Certificate, and such fractional share interest will not entitle the owner thereof to vote or to any rights of a shareholder of Parent.

(ii) Notwithstanding any other provision of this Agreement, each holder of Shares exchanged pursuant to the Merger who would otherwise have been entitled to receive a fraction of a share of Parent Common Stock (after taking into account all Certificates delivered by such holder) shall receive, in lieu thereof, cash (without interest) in an amount equal to such fractional part of a share of Parent Common Stock multiplied by the Average Stock Price.

(f) Termination of Exchange Fund. The Exchange Agent shall deliver any portion of the Exchange Fund that remains undistributed to the holders of the Certificates for two years after the Effective Time to Parent, upon demand. Any holders of the Certificates who have not theretofore complied with this Article II shall thereafter look only to Parent for payment of their claim for Parent Common Stock, any cash in lieu of fractional shares of Parent Common Stock, any dividends or distributions with respect to Parent Common Stock or any Option Consideration.

(g) No Liability. None of Parent, Sub, the Company or the Exchange Agent shall be liable to any person in respect of any shares of Parent Common Stock (or dividends or distributions with respect thereto) or cash in the Exchange Fund delivered to a public official pursuant to any applicable abandoned property, escheat, or similar law.

(h) Investment of Exchange Fund. The Exchange Agent shall invest any cash included in the Exchange Fund in deposit accounts, as directed by Parent, on a daily basis. The Exchange Agent shall pay any interest and other income resulting from such investments to Parent.

(i) Lost Certificates. If any Certificate shall have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen, or destroyed and, if required by the Surviving Corporation, upon the delivery to the Exchange Agent of an indemnity, and a bond securing the indemnity obligation in full (which the Surviving Corporation may require only if the value of Parent Common Stock at the Effective Time represented by the Certificate exceeds \$10,000, against any claims that may be made against the Surviving Corporation with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen, or destroyed Certificate the shares of Parent Common Stock and any cash in lieu of fractional shares, and unpaid dividends and distributions on shares of Parent Common Stock deliverable in respect thereof, pursuant to this Agreement.

2.05 Dissenting Shares.

(a) Notwithstanding anything in this Agreement to the contrary, if Section 302A.471 of the MBCA shall be applicable to the Merger, shares of Company Common Stock that are issued and outstanding immediately prior to the Effective Time and which are held by shareholders who have not voted such shares in favor of the Merger, who shall have delivered, prior to any vote on the Merger, a written demand for the fair value of such shares in the manner provided in Section 302A.473 of the MBCA and who, as of the Effective Time, shall not have effectively withdrawn or lost such right to dissenters' rights ("Dissenting Shares") shall not be converted into or represent a right to receive the Merger Consideration pursuant to Section 2.01(a) hereof, but the holders thereof shall be entitled only to

such rights as are granted by Section 302A.473 of the MBCA. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to Sections 302A.471 and 302A.473 of the MBCA shall receive payment therefor from the Surviving Corporation in accordance with the MBCA; provided, however, that if any such holder of Dissenting Shares shall have effectively withdrawn such holder's demand for appraisal of such shares or lost such holder's right to appraisal and payment of such shares under Section 302A.473 of the MBCA, such holder or holders (as the case may be) shall forfeit the right to appraisal of such shares and each such share shall thereupon be deemed to have been canceled, extinguished and converted, as of the Effective Time, into and represent the right to receive payment from the Surviving Corporation of the Merger Consideration, as provided in Section 2.01(a) hereof.

(b) The Company shall give Parent (i) prompt notice of any written demand for fair value, any withdrawal of a demand for fair value and any other instrument served pursuant to Section 302A.473 of the MBCA received by the Company, and (ii) the opportunity to direct all negotiations and proceedings with respect to demands for fair value under such Section 302A.473 of the MBCA. The Company shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to any demand for fair value or offer to settle or settle any such demand.

(c) If the holder of any shares of Company Common Stock shall become entitled to receive payment for such shares pursuant to Sections 302A.471 and 302A.473 of the MBCA and this Section 2.05, such payment shall be made by the Surviving Corporation in accordance with this Section 2.05.

2.06 Escrow. At the Closing, Parent shall withhold from the Merger Consideration and deliver to Norwest Bank Minnesota, National Association, or another bank or trust company designated by Acquiror and reasonably acceptable to the Company, as Escrow Agent (the "Escrow Agent"), pursuant to the terms of an Escrow Agreement among the Parent, the Representative (as defined below), the Escrow Agent and the shareholders of the Company (the "Escrow Agreement") as of the time just prior to the Effective Time (the "Shareholders"), (a) that number of shares of Parent Common Stock equal to 25% of the total number of shares of Parent Common Stock obtained by multiplying (i) the Exchange Ratio by (ii) the total number of shares of Company Common Stock converted into the right to receive the Stock Consideration and (b) 25% of the Option Consideration (such amounts, together with dividends or other distributions and earnings thereon, being referred to herein as the "Escrow Amount"), which Escrow Amount shall be held and disbursed in accordance with the terms of the Escrow Agreement. If, subsequent to the Effective Time, any holder of Dissenting Shares shall have failed to have perfected his, her or its rights under the MBCA to receive the fair value of such holder's Share of Company Common Stock resulting in such shares being converted into Shares of Parent Common Stock, Parent shall withhold 25% of the Merger Consideration which such holder would otherwise be entitled to receive and such

withheld amount shall be delivered to the Escrow Agent to be held and disbursed in accordance with the terms of the Escrow Agreement.

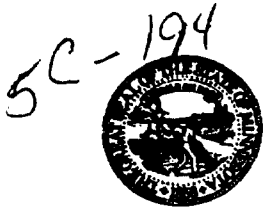
2.07 Shareholders' Representative. Prior to the Effective Time, the Company shall appoint Raymond B. Pinson (the "Representative") to act, from and after the Effective Time, on behalf of the Shareholders, in accordance with the Escrow Agreement.

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

MAY - 2 1997

Raymond B. Pinson

Secretary of State



STATE OF MINNESOTA
SECRETARY OF STATE
NOTICE OF CHANGE OF REGISTERED OFFICE/
REGISTERED AGENT

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Please read the instructions on the back before completing this form.

1. Corporate Name:

O'PIN SYSTEMS, INC.

2. Registered Office Address (No. & Street): List a complete street address or rural route and rural route box number. A post office box is not acceptable.

405 SECOND AVENUE, SOUTH MINNEAPOLIS MN 55401
Street City State Zip Code


3. Registered Agent (Registered agents are required for foreign corporations but optional for Minnesota corporations):

C T CORPORATION SYSTEM INC.

If you do not wish to designate an agent, you must list "NONE" in this box. DO NOT LIST THE CORPORATE NAME.

In compliance with *Minnesota Statutes, Section 302A.123, 303.10, 308A.025, 317A.123 or 322B.135* I certify that the above listed company has resolved to change the company's registered office and/or agent as listed above.

I certify that I am authorized to execute this certificate and I further certify that I understand that by signing this certificate I am subject to the penalties of perjury as set forth in *Minnesota Statutes Section 609.48* as if I had signed this certificate under oath.



Signature of Authorized Person

Name and Telephone Number of a Contact Person: Brigid M. Spicola (612) 936-1717
please print legibly

Filing Fee: Minnesota Corporations, Cooperatives and Limited Liability Companies: \$35.00.
Non-Minnesota Corporations: \$50.00.
Make checks payable to Secretary of State

Return to: Minnesota Secretary of State
180 State Office Bldg.
100 Constitution Ave.
St. Paul, MN 55155-1299
(612)296-2803

Office Use Only

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
MAY 22 1997

Secretary of State

03930275 Rev. 5/93
(MINN. - 260 - 9/30/96) 042136

SECRETARY OF STATE*Certificate of Merger*

I, Joan Anderson Growe, 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: O'PIN SYSTEMS, INC
DE: APPLIED HEALTHCARE INFORMATICS, INC.**

State of Formation and Name of Surviving Entity:

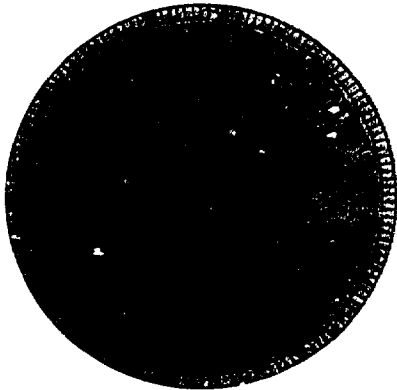
DE: APPLIED HEALTHCARE INFORMATICS, INC.

Effective Date of Merger: December 31, 1998

Name of Surviving Entity After Effective Date of Merger:

APPLIED HEALTHCARE INFORMATICS, INC.

This certificate has been issued on: December 31, 1998



Joan Anderson Growe
Secretary of State.

50-194

ARTICLES OF MERGER
OF
O'PIN SYSTEMS, INC.
INTO
APPLIED HEALTHCARE INFORMATICS, INC.

Pursuant to the provisions of the Minnesota Business Corporation Act, the undersigned corporations adopt the following Articles of Merger:

1. The plan of merger is as follows:

FIRST, Applied HealthCare Informatics, Inc. ("AHI"), a Delaware corporation qualified to do business in Minnesota as AHI but known in Delaware as Ingenix, Inc., hereby merges into itself its affiliate, O'Pin Systems, Inc. ("O'Pin"), a Minnesota corporation, and said O'Pin shall be and hereby is merged pursuant to the procedures in Section 368 of the Internal Revenue Code, into AHI, which shall be the surviving corporation.

SECOND, the Certificate of Incorporation of AHI, which is the surviving corporation, as heretofore amended and as in effect on the date of the merger provided for in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD, the manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

- (a) O'Pin has 100 outstanding shares par value \$.01 per share, all of which are owned by United HealthCare Corporation. On the effective date of this Merger, they will not be converted into shares of the surviving corporation, but instead they shall be canceled (along with the certificates representing the same) and all rights in respect thereof shall thereupon cease to exist.
- (b) AHI has 100 outstanding shares par value \$.01, all of which are owned by United HealthCare Corporation. On the effective date of the Merger, the shares of AHI shall continue to be the shares of the surviving corporation.

FOURTH, the terms and conditions of the merger are as follows:

- (a) The bylaws of the surviving corporation as they shall exist on the effective date of this Merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

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(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of shareholders and until their successors shall have been elected and qualified.

(c) The merger shall become effective on December 31, 1998.

(d) Upon the merger becoming effective, all the property, rights, goodwill, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as it was of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instructs and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

2. The plan of merger has been approved by the boards of directors and the shareholders of each of the constituent corporations pursuant to Chapter 302A of the Minnesota Statutes and Section 252 of the General Corporation Law of Delaware.

3. AHI, the surviving corporation, agrees that:

It may be served with process in the State of Minnesota in any proceeding for the enforcement of an obligation of a constituent corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against it.

The secretary of state is irrevocably appointed as its agent to accept service of process in any such proceeding; and the address to which process may be forwarded is: David J. Lubben, General Counsel, 9900 Bren Road East, Minnetonka, Minnesota 55343.

It will promptly pay to the dissenting shareholders of any corporation organized under the laws of Minnesota which is a party to the merger the amount, if any, to which they are entitled under Section 302A.473 of the Business Corporation Act.

IN WITNESS WHEREOF, the constituent corporations, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and shareholders have caused this Agreement to be executed by the Vice President – Taxes of each party hereto as the respective act, deed and agreement of each of said corporation, on the date set forth above.

O'PIN SYSTEMS, INC.

Date: December 30, 1998

By: Diane L. Flottesmesch
Diane L. Flottesmesch, Vice President-Taxes

APPLIED HEALTHCARE
INFORMATICS, INC.

Date: December 30, 1998

By: Diane L. Flottesmesch
Diane L. Flottesmesch, Vice President-Taxes

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
DEC 13 1998
Jan Anderson Howe
Secretary of State