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FORM PTO-1594  
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Health One Corporation

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

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

3. Nature of conveyance:

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

Execution Date: February 25, 1993

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

Name: HealthSpan Health Systems Corporation

Internal Address: \_\_\_\_\_

Street Address: 2810 - 57th Avenue North

City: Minneapolis State: MN ZIP: 55430

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

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) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1379708

Additional numbers attached?  Yes  No

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

Name: G. Brian Pingel

Internal Address: \_\_\_\_\_

Street Address: 3737 Woodland Avenue

Suite 437

City: West Des Moines State: IA ZIP: 50266

6. Total number of applications and registrations involved: \_\_\_\_\_

1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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

G. Brian Pingel

Name of Person Signing

Signature

October 26, 2000

Date

Total number of pages on this cover sheet: \_\_\_\_\_

7 pgs.

REEL: 002173 FRAME: 0939

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

Its

[Signature]  
Vice President

HEALTH ONE CORPORATION

By

Its

[Signature]  
President

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2-9-93

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TRADEMARK  
REEL: 002173 FRAME: 0940

**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. <sup>153</sup>

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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RESTATED ARTICLES OF INCORPORATION


OF

HEALTH ONE CORPORATION

(TO BE RENAMED "HEALTHSPAN HEALTH SYSTEMS CORPORATION")

ARTICLE I

Name

The name of the corporation shall be HealthSpan Health Systems Corporation. 

ARTICLE II

Purpose

This corporation is organized and shall be operated exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") as now enacted or as hereafter amended. In furtherance of those purposes, the corporation may:

(a) Directly and indirectly establish, construct, own, lease, operate and/or conduct the affairs of hospitals, nursing homes, rehabilitation facilities, substance abuse treatment centers, clinics, community health centers, medical transport services, and all programs incidental thereto related to the promotion of health.

(b) Directly and indirectly promote, by donation, loan or otherwise the interests of any organizations which are affiliated with the corporation.

(c) Directly and indirectly own or operate facilities or other assets for public use and the public's health and welfare.

(d) Directly and indirectly contract with other organizations, for-profit and not-for-profit, with individuals and with governmental agencies.

(e) Directly and indirectly engage in, advance, promote and administer charitable, health, scientific and educational activities and projects of every kind and nature whatsoever of its own behalf or as the agent, trustee or representative of others.

exclusively for charitable, educational or scientific purposes as shall at the time qualify as an organization or organizations described in Section 501(c)(3) of the Code, as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such entity or entities as said court shall determine, which are organized and operated exclusively for such purposes. Notwithstanding any provision herein to the contrary, nothing herein shall be construed to affect the disposition of property and assets held by this corporation upon trust or other condition, or subject to any executory or special limitation, and such property, upon dissolution of this corporation, shall be transferred in accordance with the trust, condition or limitation imposed with respect to it.

ARTICLE IV  
Duration

The period of duration of the corporation's existence shall be perpetual.

ARTICLE V  
Registered Office

The location of the registered office of the corporation shall be at 2810 - 57th Avenue North, Minneapolis, Minnesota, 55430.

ARTICLE VI  
No Capital Stock

The corporation shall have no capital stock.

ARTICLE VII  
Members

This corporation shall have members. The qualifications of members, any limitations upon their number, the different classes of membership, and the voting and other rights and privileges of members shall be stated in the Bylaws. The members of the corporation shall not be personally liable to any extent whatsoever for any debts or obligations of the corporation, nor shall any of the property of the members be subject to the payment of the debts or obligations of this corporation to any extent whatsoever.

ARTICLE VIII  
Directors

Section 1. The management and direction of the business of this corporation shall be vested in its Board of Directors. The

Richard Sturgeon, M.D.  
1633 Medical Arts Building  
Minneapolis, Minnesota 55402

Edwin M. Theisen  
Northern States Power Company  
414 Nicollet Mall  
Minneapolis, Minnesota 55401

Winston R. Wallin  
Medtronic, Inc.  
7000 Central Avenue Northeast  
Minneapolis, Minnesota 55432

For the term expiring 1995:

Brian J. Anderson, M.D.  
Mercy Health Care Center  
3960 Coon Rapids Boulevard  
Suite 314  
Coon Rapids, Minnesota 55433

Worth Bruntjen  
Piper Capital Management  
222 South 9th Street  
Minneapolis, Minnesota 55402

Lee J. Canning  
5212 Malibu Drive  
Edina, Minnesota 55436

Luella Goldberg  
7019 Tupa Drive  
Edina, Minnesota 55435

Robert Keith  
Hunter, Keith Industries  
5100 IDS Tower  
Minneapolis, Minnesota 55402

Norma Larson  
1861 Chardel Court  
St. Paul, Minnesota 55118

Kathryn Love, M.D.  
750 South Plaza Drive  
Mendota Heights, Minnesota 55120

Paul K. Rudd  
2424 Constance Boulevard Northeast  
Ham Lake, Minnesota 55303

Max E. Zarling, M.D.  
 280 North Smith  
 234 Doctors Professional Building  
 St. Paul, Minnesota 55102

Ex-Officio:

Gordon M. Sprenger  
 Chief Executive Officer  
 HealthSpan Health Systems Corporation  
 800 East 28th Street  
 Minneapolis, Minnesota 55407

Donald C. Wegmiller  
 Vice Chairperson and President  
 HealthSpan Health Systems Corporation  
 2810 - 57th Avenue North  
 Minneapolis, Minnesota 55430

ARTICLE IX  
No Personal Liability

No member, director, or officer of the corporation shall have personal liability to any extent for the obligations of the corporation, and each member, director, and officer shall receive indemnification from the corporation against certain expenses and liabilities in the manner provided in the Bylaws.

ARTICLE X  
Amendments to Articles

The Articles of Incorporation may be amended from time to time in the manner prescribed by law.

STATE OF MINNESOTA  
 DEPARTMENT OF STATE  
 FILED

FEB 25 1993

*Jan Anderson Howe*  
 Secretary of State

article2.doc

*BS*