

3-5-01

03-22-2001



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Form PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment  License
- Security Agreement
- Merger Effective Date: \_\_\_\_\_
- Change of Name
- Nunc Pro Tunc Assignment
- Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached.

Name: COBE Cardiovascular  
Operating Co., Inc.

Execution Date: October 25, 1999

**Formerly:**

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

Mark if additional names of receiving parties attached.

Name: COBE Cardiovascular, Inc.

DBA/AKA/TA:

Composed of:

Address (line 1): 14401 West 65<sup>th</sup> Way

Address (line 2):

Address (line 3): Arvada, Colorado 80004

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (*Designation must be a separate document from Assignment.*)

FOR OFFICE USE ONLY

**TRADEMARK  
REEL: 002255 FRAME: 0842**

**Domestic Representative Name and Address** Enter for the first receiving party only.

Name:

Address (line 1):

Address (line 2):

Address (line 3):

Address (line 4):

**Correspondent Name and Address**

Area Code and Tel. No.: (612) 334-8989

Name: Terry L. Wiles, Esq. (29,989)

Address (line 1): Popovich & Wiles, P.A.

Address (line 2): 1902 IDS Center

Address (line 3): 80 South 8<sup>th</sup> Street

Address (line 4): Minneapolis, MN 55402

**Pages** Enter the total number of pages of the attached conveyance document including any attachments: 3

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached.

Enter either the Trademark Application Number or the Registration Number  
(DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75161383	75332229		1698339	1896834	2100362
75639158	75634228		1679846	1786647	1938182
			1499416	1839914	2139838
			1832065	2112810	1295908
			1709271	1709272	1141583
			1722932	2084627	1938183
					2345855

**Number of Properties** Enter the total number of properties involved: 23

**Fee Amount** Fee Amount for the Properties Listed (37 C.F.R. 3.41) \$590.00

Method of Payment:  Enclosed  Deposit Account

Deposit Account No. 16-2312

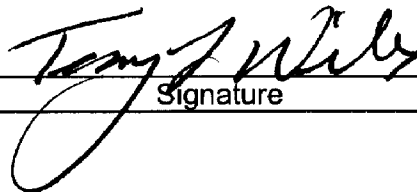
Authorization to charge additional fees:  Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Terry L. Wiles, Esq.

Name of Person Signing



Signature

3/1/01

Date Signed

DELAWARE EFFECTIVE DATE

ARTICLES OF MERGER

FILED  
DONETTA DAVIDSON  
COLORADO SECRETARY OF STATE

10-31-99

OF

DPC 19901102795

COBE CARDIOVASCULAR, INC.  
(a Colorado corporation)  
Subsidiary / Non-survivor

NCCS 19991201497 C  
\$ 75.00  
SECRETARY OF STATE  
10-27-1999 13:47:44

AND

FPC

19991092390

COBE CARDIOVASCULAR OPERATING CO., INC.  
(a Delaware corporation)  
Parent / Survivor

NCCS

The undersigned executes these Articles of Merger to merge COBE Cardiovascular, Inc. into COBE Cardiovascular Operating Co., Inc.

ARTICLE ONE

The names of the corporations proposing to merge and their respective states of incorporation are stated below.

<u>Name of Corporation</u>	<u>State of Incorporation</u>
COBE Cardiovascular, Inc.	Colorado
COBE Cardiovascular Operating Co., Inc.	Delaware

ARTICLE TWO

COBE Cardiovascular Operating Co., Inc. shall survive the merger. The address of its principal office is 1185 Oak, Lakewood, Colorado. 80215

ARTICLE THREE

The merger is permitted by the Colorado Business Corporation Act, which governs the affairs of COBE Cardiovascular, Inc., and the Delaware General Corporation Law, which governs the affairs of COBE Cardiovascular Operating Co., Inc. The merger shall be effected pursuant to the Plan and Agreement of Merger attached here to as Exhibit A and incorporated herein by reference. An executed copy of the Plan and Agreement of Merger is on file at the principal office of COBE Cardiovascular Operating Co., Inc., and a copy will be furnished by COBE Cardiovascular Operating Co., Inc., on request and without cost, to any stockholder of any constituent corporation.

ARB

**ARTICLE FOUR**

The Agreement and Plan of Merger has been duly approved by the Board of Directors of COBE Cardiovascular Operating Co., Inc. by a vote sufficient for approval.

**ARTICLE FIVE**

The approval of the shareholders of COBE Cardiovascular Operating Co., Inc. regarding the Agreement and Plan of Merger was not required in accordance with the Delaware General Corporation Law.

**ARTICLE SIX**

Neither the approval of the Board of Directors or the shareholders of COBE Cardiovascular Inc. regarding the Agreement and Plan of Merger was required.

**ARTICLE SEVEN**

The merger is being effected pursuant to Section 7-111-104 of the Colorado Business Corporation Act and Section 253 of the Delaware General Corporation Law. Immediately prior to the merger, COBE Cardiovascular Operating Co., Inc. owns 100% of each class of the issued and outstanding stock of COBE Cardiovascular Inc. The effective date and time of these Articles of Merger, which shall be October 31, 1999, at 11:59 p.m., Wilmington, Delaware local time, complies with Section 7-111-104(5) of the Colorado Business Corporation Act.

**ARTICLE EIGHT**

The Corporation has complied with all provisions of the laws of the State of Delaware and the State of Colorado applicable to the proposed merger.

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Merger to be executed in its name by its President or Vice President, as of the 25<sup>th</sup> day of October 1999.

COBE CARDIOVASCULAR OPERATING  
CO., INC. (a Delaware corporation)

By: \_\_\_\_\_

Edward J. Giachetti

Its: President and CEO

## AGREEMENT AND PLAN OF MERGER

For

**COBE Cardiovascular, Inc., a Colorado corporation ("CCI")**  
**and**  
**COBE Cardiovascular Operating Co., Inc., a Delaware corporation ("CCOC")**

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement and Plan of Merger, CCI shall be merged with and into CCOC (the "Merger"), and CCOC shall be the surviving corporation (sometimes hereafter referred to as the "Surviving Corporation"). The Merger shall become effective upon later to occur of (a) the time and date of filing of Articles of Merger with both the Colorado Secretary of State and the Delaware Secretary of State, or (b) 11:59 p.m., Wilmington, Delaware Time, on October 31, 1999 (the "Effective Time").

2. **Governing Documents; Name Change.** The Articles of Incorporation of CCOC, as in effect immediately prior to the Effective Time, shall be Articles of Incorporation of the Surviving Corporation without change or amendment, except as stated below, until thereafter amended in accordance with applicable law, and the Bylaws of CCOC, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation without change or amendment until thereafter amended in accordance with applicable law. At the Effective Time, the Surviving Corporation, CCOC, shall change its name to "COBE Cardiovascular, Inc."

3. **Succession; Officers and Directors.** At the Effective Time, the separate corporate existence of CCI shall cease, and CCOC as the Surviving Corporation shall possess all the rights, privileges and powers and franchises of a public and private nature and be subject to all the restrictions, disabilities and duties of CCI; and all and singular, the rights, privileges, powers and franchises of CCI, and all property, real, personal and mixed, and all debts due to CCI on whatever account, as well as for share subscriptions and all other things in action or belonging to CCI shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall be the property of the Surviving Corporation as they were of CCI, and the title to any real estate vested by deed or otherwise in CCI shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of CCI shall be preserved unimpaired, and all debts, liabilities and duties of CCI shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by the Surviving Corporation. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of CCI and its shareholders, Board of Directors and committees thereof, officers and agents (in each case acting on behalf of CCI) which were valid and effective immediately prior to the Effective Time shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of CCOC and shall be as effective and binding thereon as the same were with respect to CCI.

-1-

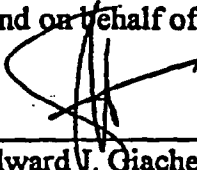
The Board of Directors, and the members thereof, of CCOC immediately prior to the Effective Time of the Merger shall be and constitute the Board of Directors, and the members thereof, of the Surviving Corporation until their respective successors shall have been duly elected and qualified in accordance with the Bylaws of CCOC.

4. **Further Assurances.** From time to time, as and when required by CCOC, or by its successors and assigns, there shall be executed and delivered on behalf of CCI such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in CCOC the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of CCI, and otherwise to carry out the purposes of this Agreement, and the officers and directors of CCOC are fully authorized, in the name and on behalf of CCI or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

5. **Cancellation of Securities in the Merger.** At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of CCI Stock outstanding immediately prior to the Effective Time shall be cancelled and retired and shall resume the status of authorized and unissued stock and no CCOC Stock or other securities of CCOC shall be issued in respect thereof.

IN WITNESS WHEREOF, CCOC, for itself and on behalf of CCI, has caused this Agreement and Plan of Merger to be signed by its duly authorized officer as of October 26<sup>th</sup> 1999.

COBE Cardiovascular Operating Co., Inc., for  
itself and on behalf of COBE Cardiovascular,  
Inc.

By:   
Edward J. Giachetti

Its: President and CEO