

08-26-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



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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): Interpore International

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation – State of California 8.1.02
- Other:

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

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

Name: Interpore Delaware, Inc.

Internal

Address: 181 Technology Drive

Street Address:

City: Irvine State: CA Zip: 92618

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: March 26, 1998

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

A. Trademark Application No.(s)

none

B. Trademark Registration No.(s)

1512308
1510665
2155337

Additional number(s) attached Yes No

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

Name: Perry J. Viscounty, Esq.

Internal Address: Latham & Watkins

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa State: CA Zip: 92626

6. Total number of applications and registrations involved:..... : 3

7. Total fee (37 CFR 3.41)..... \$90.00

- 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.

Gregory B. Phillips/Senior IP Paralegal

Name of Person Signing

Signature

7-29-02

Date

Total number of pages including cover sheet, attachments, and document: 8

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02 FC:482

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TRADEMARK
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Delaware

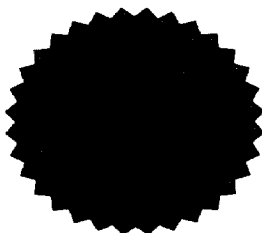
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"INTERPORE INTERNATIONAL", A CALIFORNIA CORPORATION,

WITH AND INTO "INTERPORE DELAWARE, INC." UNDER THE NAME OF "INTERPORE INTERNATIONAL, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTH DAY OF MAY, A.D. 1998, AT 2:30 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1691050

DATE: 03-27-02

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AGREEMENT AND PLAN OF MERGER

by and between
INTERPORE DELAWARE, INC.,
a Delaware corporation
and
INTERPORE INTERNATIONAL,
a California corporation

This Agreement and Plan of Merger (this "Agreement") dated as of March 26, 1998, is by and between INTERPORE DELAWARE, INC., a Delaware corporation (hereinafter sometimes called "Interpore Delaware"), and INTERPORE INTERNATIONAL, a California corporation (hereinafter called "Interpore California"). Interpore Delaware and Interpore California are sometimes hereinafter referred to as the "constituent corporations."

STIPULATIONS AND RECITALS

1. Interpore Delaware is a corporation duly organized and existing under the laws of the State of Delaware, with its registered office located at Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. Interpore Delaware has a capitalization of fifty-five million (55,000,000) authorized shares divided into two classes designated "Common Stock" and "Preferred Stock": (a) 50,000,000 shares of Common Stock, par value \$.01 per share, and (b) 5,000,000 shares of Preferred Stock, par value \$.01 per share. Of the total number of authorized shares of Preferred Stock, 594,000 shares constitutes a separate series designated Series E. Interpore Delaware has 1,000 shares of Common Stock issued and outstanding, all of which are owned by Interpore California.

2. Interpore California is a corporation duly organized and existing under the laws of the State of California, with its principal office located at 181 Technology Drive, Irvine, California 92618. Interpore California has a capitalization of 20,890,358 authorized shares divided into two classes designated "Common Stock" and "Preferred Stock": (a) 20,000,000 shares of Common Stock, no par value, and (b) 890,358 shares of Preferred Stock, no par value. Of the total number of authorized shares of Preferred Stock, 594,000 shares constitutes a separate series designated Series E. Interpore California has 7,105,898 shares of Common Stock issued and outstanding and 32,906 shares of Series E Preferred Stock issued and outstanding.

3. Interpore Delaware and Interpore California have entered into this Agreement in accordance with Section 252 of the General Corporation Law of the State of Delaware (the "DGCL") and Section 1108 of the California Corporations Code (the "CCC") providing for the merger of Interpore California with and into Interpore Delaware (the "Merger"), which Agreement has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

4. The boards of directors of the constituent corporations deem it desirable and in the best interests of the corporations and their shareholders that Interpore California be merged into Interpore Delaware in accordance with the provisions of Section 252 of the DGCL and Chapter

11 of the CCC, in order that the transaction qualify as a "reorganization" within the meaning of Sections 368(a)(1)(A) and 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

5. The CCC permits a merger of a business corporation of the State of California with and into a business corporation of another jurisdiction.

6. The DGCL permits the merger of a business corporation of another jurisdiction with and into a business corporation of the State of Delaware.

7. The Agreement has been approved and adopted by the requisite percentages of the outstanding voting stock of Interpore California and Interpore Delaware.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by Interpore Delaware and approved by resolutions adopted by its Board of Directors and by its sole stockholder and being thereunto duly entered into by Interpore California and approved by resolutions adopted by its Board of Directors and by the requisite vote of its shareholders at its 1998 Annual Meeting of Shareholders, the Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth herein are hereby determined and agreed upon as follows:

SECTION ONE -- STATEMENT OF MERGER

Interpore California shall, pursuant to the provisions of the DGCL, be merged with and into Interpore Delaware, and from and after the effective date of the Merger, Interpore California shall cease to exist and Interpore Delaware shall continue to exist pursuant to the provisions of the DGCL. Interpore Delaware, as the surviving corporation from and after the effective date of the Merger, is sometimes hereinafter referred to as the "Surviving Corporation."

SECTION TWO -- TERMS AND CONDITIONS

(a) On the effective date of the Merger, the separate existence of Interpore California shall cease, and Interpore Delaware shall succeed to all the rights, privileges, immunities, and franchises, and all the property, real, personal and mixed, of Interpore California, without the necessity for any separate transfer. Interpore Delaware shall thereafter be responsible and liable for all liabilities and obligations of Interpore California, and neither the rights of creditors nor any liens on the property of Interpore California shall be impaired by the Merger.

(b) Upon approval of this Agreement by shareholders of Interpore California and the sole stockholder of Interpore Delaware, the sole stockholder of Interpore Delaware shall be deemed to have adopted and approved (i) the stock option plans of Interpore California, and (ii) all options that are outstanding under such stock options plans immediately prior to the Merger. Such plans, options and warrants shall be deemed adopted and approved on the same terms and conditions existing under such plans, options and warrants immediately prior to the Merger.

SECTION THREE -- CONVERSION OF SHARES

The manner and basis of converting the shares of Interpore California into shares of Interpore Delaware upon the effective date of the Merger shall be as follows:

(a) Each share of the shares of Common Stock of Interpore California issued and outstanding on the effective date of the Merger shall be converted into one share of Common Stock of the Surviving Corporation, which shall thereafter be issued and outstanding shares of Common Stock of the Surviving Corporation.

(b) Each share of the shares of Series E Preferred Stock of Interpore California issued and outstanding on the effective date of the Merger shall be converted into one share of Series E Preferred Stock of the Surviving Corporation, which shall thereafter be issued and outstanding shares of Series E Preferred Stock of the Surviving Corporation.

(c) Each share of the 1,000 shares of Common Stock of Interpore Delaware issued and outstanding on the effective date of the Merger shall be canceled and shall cease to exist.

(d) After the effective date of the Merger, the conversion and exchange of shares provided by this Section Three shall be effected as follows:

(i) No certificates for shares of the Surviving Corporation's Common Stock will be issued to holders of any of the shares of Interpore California's Common Stock upon consummation of the Merger.

(ii) Certificates representing shares of Interpore California's Common Stock shall upon the consummation of Merger be deemed for all purposes to represent that number of shares of Common Stock of the Surviving Corporation receivable in exchange therefor as provided in Section 3(a) hereof.

(iii) Certificates representing shares of Interpore California's Series E Preferred Stock shall upon the consummation of Merger be deemed for all purposes to represent that number of shares of Series E Preferred Stock of the Surviving Corporation receivable in exchange therefor as provided in Section 3(a) hereof.

(iv) Interpore California, as the holder of a certificate for shares of Common Stock in Interpore Delaware described in paragraph (c) of this Section Three, shall surrender such certificate for cancellation.

(d) Each option under Interpore California's stock option plans outstanding immediately prior to the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become an option or right to purchase a number of shares of the Surviving Corporation's Common Stock equal to the number of shares of Common Stock of Interpore California subject to such option, without change in the exercise price therefor and otherwise upon the same terms and conditions of such option.

SECTION FOUR -- CERTIFICATE OF INCORPORATION

The Certificate of Incorporation of Interpore Delaware (the "Certificate") shall continue to be the certificate of incorporation of the Surviving Corporation following the effective date of the Merger until the same shall be thereafter altered or amended; provided, however, that on the effective date, Article FIRST of the Certificate shall be amended to read, in its entirety, as follows:

"FIRST: The name of the Corporation (hereinafter the "Corporation") is:

Interpore International, Inc."

SECTION FIVE -- BYLAWS

The bylaws of Interpore Delaware shall continue to be the bylaws of the Surviving Corporation following the effective date of the Merger until the same shall be thereafter altered or amended.

SECTION SIX -- DIRECTORS

The directors of Interpore California as of the effective date of the Merger shall be the directors of the Surviving Corporation from and after the effective date of the Merger. All of such directors shall hold their directorships until the election and qualification of their respective successors, or until their prior resignation, removal or death.

SECTION SEVEN -- OFFICERS

The officers of Interpore California as of the effective date of the Merger shall be the officers of the Surviving Corporation from and after the effective date of the Merger. All of such officers shall hold their offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Surviving Corporation, or until their prior resignation or death.

SECTION EIGHT -- DEFERRAL, TERMINATION AND AMENDMENT

The parties hereto may amend, modify, supplement or terminate this Agreement at any time prior to the effective date of the Merger, whether prior to or after approval of the Merger and this Agreement by the shareholders of Interpore California and the sole stockholder of Interpore Delaware, without shareholder or stockholder approval, in such manner as may be agreed upon by Interpore California and Interpore Delaware in writing.

SECTION NINE - AGREEMENT ON FILE

An executed copy of this Agreement is on file at the principal place of business of Interpore Delaware located in the State of California, 181 Technology Drive, Irvine, California 92618.

SECTION TEN - FURTHER ASSURANCES

In the event that this Agreement shall have been fully approved and adopted on behalf of Interpore California in accordance with the provisions of the CCC and on behalf of Interpore Delaware in accordance with the provisions of the DGCL, the constituent corporations agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of California and by the laws of the State of Delaware, and that they will cause to be performed all necessary acts within the State of California and the State of Delaware and elsewhere to effectuate the Merger.

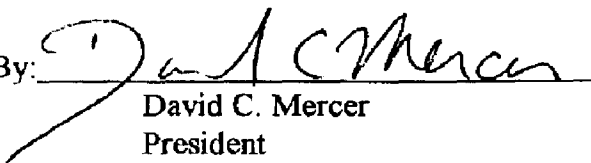
The boards of directors and the proper officers of Interpore California and of Interpore Delaware are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement.

SECTION ELEVEN - EFFECTIVE DATE


The Merger shall have become effective on the date of filing of a certificate of merger with the Secretary of State of the State of Delaware in accordance with Sections 252(c) and 103 of the DGCL.

IN WITNESS WHEREOF, Interpore Delaware and Interpore California, as duly authorized by their respective boards of directors, have caused this Agreement to be executed and acknowledged as of the date first set forth above.

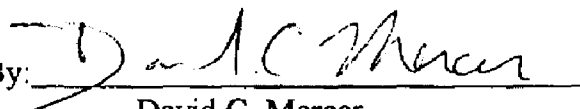
INTERPORE DELAWARE, INC.,
a Delaware corporation

By: 
David C. Mercer
President


Attest:

By: 
Richard L. Harrison
Secretary

INTERPORE INTERNATIONAL,
a California corporation

By: 
David C. Mercer
President

Attest:

By: 
Richard L. Harrison
Secretary