

12-24-2002

Express Mail No.: EL 501 744 848 US

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of I



attached original documents or copy thereof.
231

102320350

1. Name of conveying party(ies):

R2 Technology, Inc. *12-9-02*

- Individual(s)
 - General Partnership
 - Corporation-California
 - Other _____
- Additional name(s) of conveying party(ies) attached?
 Yes No

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

Name: R2 Technology, Inc.

Internal Address: _____

Street Address: 1195 Fremont Avenue

City - Sunnyvale State - California ZIP - 94087

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Change in state of incorporation
- Merger
- Change of Name

Execution Date: October 29, 1996

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,213,173 IMAGECHECKER

Additional numbers attached? Yes No

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

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, NY 10036

Attn.: Ilene B. Tannen, Esq.

File No.: 8498-004-999

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40

Please charge to the deposit account listed in Section 8.

8. Deposit account number:
16-1150

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.

Ilene B. Tannen

Name of Person Signing Reg. No.

Ilene B. Tannen
Signature

12/9/02
Date

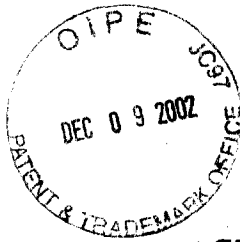
12/24/2002 MWELLER 00000075 161150 2213173

Total number of pages comprising cover sheet: 1

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

TRADEMARK
REEL: 002638 FRAME: 0543



**AGREEMENT AND PLAN OF MERGER
OF R2 TECHNOLOGY, INC.
A DELAWARE CORPORATION
AND
A CALIFORNIA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER dated as of October ²⁸, 1996, (the "Agreement") is between R2 Technology, Inc., a Delaware corporation ("R2 Technology Delaware") and R2 Technology, Inc., a California corporation ("R2 Technology California"). R2 Technology Delaware and R2 Technology California are sometimes referred to herein as the "Constituent Corporations."

RECITALS

A. R2 Technology Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 40,000,000 shares, 20,000,000 of which are designated "Common Stock," \$.001 par value, and 20,000,000 of which are designated "Preferred Stock," \$.001 par value. Of such authorized shares of Preferred Stock, 4,000,000 shares are designated "Series A-1 Preferred Stock," 4,000,000 shares are designated "Series A-2 Preferred Stock," 4,850,000 shares are designated "Series B-1 Preferred Stock" and 4,850,000 shares are designated "Series B-2 Preferred Stock." As of the date of this Agreement, 100 shares of Common Stock were issued and outstanding, all of which were held by R2 Technology California. No shares of Preferred Stock were outstanding.

B. R2 Technology California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 40,000,000 shares, 20,000,000 of which are designated "Common Stock," no par value, and 20,000,000 of which are designated "Preferred Stock," no par value. Of such authorized shares of Preferred Stock, 4,000,000 shares are designated "Series A-1 Preferred Stock," 4,000,000 shares are designated "Series A-2 Preferred Stock," 4,850,000 shares are designated "Series B-1 Preferred Stock" and 4,850,000 shares are designated "Series B-2 Preferred Stock." As of August 30, 1996, 2,492,500 shares of Common Stock, 3,825,500 shares of Series A-1 Preferred Stock, no shares of Series A-2 Preferred Stock, 4,655,581 shares of Series B-1 Preferred Stock and no shares of Series B-2 Preferred Stock were issued and outstanding.

C. The Board of Directors of R2 Technology California has determined that, for the purpose of effecting the reincorporation of R2 Technology California in the State of Delaware, it is advisable and in the best interests of R2 Technology California that R2 Technology California merge with and into R2 Technology Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of R2 Technology Delaware and R2 Technology California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, R2 Technology Delaware and R2 Technology California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, R2 Technology California shall be merged with and into R2 Technology Delaware (the "Merger"), the separate existence of R2 Technology California shall cease and R2 Technology Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation," and the name of the Surviving Corporation shall be R2 Technology, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Agreement and Plan of Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of R2 Technology California shall cease and R2 Technology Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and R2 Technology California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of R2 Technology California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of R2

Technology Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of R2 Technology California in the same manner as if R2 Technology Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of R2 Technology Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of R2 Technology Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of R2 Technology California immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 R2 Technology California Common Shares. Upon the Effective Date of the Merger, each share of R2 Technology California Common Stock, no par value, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, by the holder of such shares or by any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.001 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued. In lieu thereof, any fractional share interests to which a holder would otherwise be entitled shall be aggregated.

3.2 R2 Technology California Preferred Shares.

(a) Upon the Effective Date of the Merger, each share of Series A Preferred Stock and Series B Preferred Stock of R2 Technology California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of R2 Technology California Common Stock as set forth in the R2 Technology California Articles of Incorporation, as amended, shall, by virtue of the Merger and without any action by the Constituent Corporations, by the holder of such shares or by any other person, be converted

into or exchanged for one fully paid and nonassessable share of Series A Preferred or Series B Preferred Stock, \$.001 par value, of the Surviving Corporation, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which share of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$.001 par value, as such share of R2 Technology California Preferred Stock was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

3.3 R2 Technology California Options, Warrants, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of R2 Technology California under, and continue, the option plans (including without limitation the 1993 Stock Option Plan and the 1996 Stock Option Plan and all other employee benefit plans of R2 Technology California), and will also assume the obligations of R2 Technology California under note subscription agreements that grant warrants convertible into Series B Preferred Stock to certain shareholders. Each outstanding and unexercised option, other right to purchase, or security convertible into, R2 Technology California Common Stock or R2 Technology California Preferred Stock (a "Right") shall become, subject to the provisions in paragraph (c) hereof, an option, right to purchase or a security convertible into the Surviving Corporation's Common Stock or Preferred Stock, respectively, on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for each one share of R2 Technology California Common Stock or Preferred Stock, as the case may be, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such R2 Technology California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to R2 Technology California Common Stock or Preferred Stock. Such Common Stock and Preferred Stock are subject to paragraph 3.1 and 3.2, respectively, hereof.

(b) A number of shares of the Surviving Corporation's Common Stock and Preferred Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and convertible securities equal to the number of shares of R2 Technology California Common Stock and R2 Technology California Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion (unless the holder was entitled to a fractional interest immediately prior to the Merger). In lieu thereof, any fractional share interests to which a holder of an assumed Right (other than an option issued pursuant to R2 Technology Delaware's 1993 or 1996 Stock Plans), would otherwise be entitled upon exercise or conversion shall be aggregated (but only with other similar Rights which have the same per share terms). To the extent that after such aggregation, the holder would still be entitled to a fractional share with respect thereto upon exercise or conversion, the holder shall be entitled upon the exercise or conversion of all such

assumed Rights pursuant to their terms (as modified herein), to one full share of Common Stock or Preferred Stock in lieu of such fractional share. With respect to each class of such similar Rights, no holder will be entitled to more than one full share in lieu of a fractional share upon exercise or conversion.

Notwithstanding the foregoing, with respect to options issued under the R2 Technology California 1993 and 1996 Stock Option Plans, that are assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed option following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 R2 Technology Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of R2 Technology Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by R2 Technology Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of R2 Technology California Common Stock or Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of R2 Technology California Common Stock or Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, respectively, into which such shares of R2 Technology California Common Stock or Preferred Stock, as the case may be, were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of R2 Technology California so converted and

given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of R2 Technology Delaware. R2 Technology Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and, in connection therewith, irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law.

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by R2 Technology Delaware of all of the franchise tax liabilities of R2 Technology California.

(c) Take such other actions as may be required by the California General Corporation Law.

4.2 Further Assurances. From time to time, as and when required by R2 Technology Delaware or by its successors or assigns, there shall be executed and delivered on behalf of R2 Technology California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by R2 Technology Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of R2 Technology California and otherwise to carry out the purposes of this Agreement, and the officers and directors of R2 Technology Delaware are fully authorized in the name and on behalf of R2 Technology California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either R2 Technology California or of R2 Technology Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of R2 Technology California or by the sole stockholder of R2 Technology Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of either Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801 and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 730 Distel Drive, Palo Alto, California 94002, and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

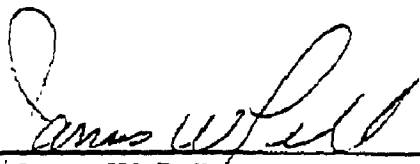
4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

4.8 FIRPTA Notification. (a) On the Effective Date of the Merger, R2 Technology California shall deliver to R2 Technology Delaware, as agent for the shareholders of R2 Technology California, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. R2 Technology Delaware shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of R2 Technology California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of R2 Technology California, (i) such shareholders shall be considered to have requested that the Statement be delivered to R2 Technology Delaware as their agent and (ii) R2 Technology Delaware shall be considered to have received a copy of the Statement at the request of the R2 Technology California shareholders for purposes of satisfying R2 Technology Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

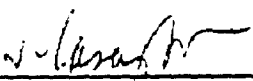
(b) R2 Technology California shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

IN WITNESS WHEREOF, this Agreement having first been approved by the Boards of Directors of R2 Technology Delaware and R2 Technology California is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

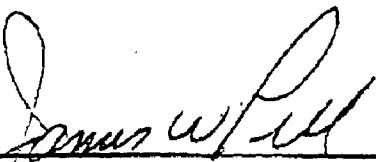
R2 TECHNOLOGY, INC.
a Delaware corporation

By: 
James W. Pell
Chief Executive Officer

ATTEST:


J. Casey McGlynn
Secretary

R2 TECHNOLOGY, INC.
a California corporation

By: 
James W. Pell
Chief Executive Officer

ATTEST:

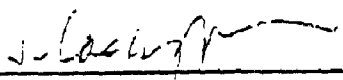

J. Casey McGlynn
Secretary

EXHIBIT A

TRADEMARK
REEL: 002638 FRAME: 0552

TO THE SHAREHOLDERS OF R2 TECHNOLOGY, INC.:

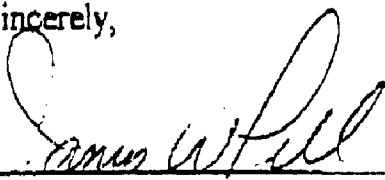
In connection with the reincorporation (the "Reincorporation") in Delaware of R2 Technology, Inc., a California corporation (the "Company"), pursuant to the Agreement and Plan of Merger (the "Agreement") dated as of October 28, 1996 between the Company and R2 Technology, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("R2 Technology Delaware"), your shares of Company stock will be replaced by shares of stock in R2 Technology Delaware.

In order to establish that (i) you will not be subject to tax under Section 897 of the Internal Revenue Code of 1986, as amended (the "Code"), in consequence of the Reincorporation and (ii) R2 Technology Delaware will not be required under Section 1445 of the Code to withhold taxes from the R2 Technology Delaware stock that you will receive in connection therewith, the Company hereby represents to you that, as of the date of this letter, shares of Company stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Code and the regulations issued thereunder.

A copy of this letter will be delivered to R2 Technology Delaware pursuant to Section 4.8 of the Agreement.

Under penalties of perjury, the undersigned officer of the Company hereby declares that, to the best knowledge and belief of the undersigned, the facts set forth herein are true and correct.

Sincerely,



James W. Pell and
Chief Executive Officer

R2 TECHNOLOGY, INC.
A California corporation

OFFICERS' CERTIFICATE

James W. Pell and J. Casey McGlynn certify that:

1. They are the President and Chief Executive Officer and the Secretary of R2 Technology, Inc., a corporation organized under the laws of the State of California.

2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock," respectively. There are authorized four series of Preferred Stock, designated "Series A-1 Preferred Stock," "Series A-2 Preferred Stock," "Series B-1 Preferred Stock" and "Series B-2 Preferred Stock," respectively.

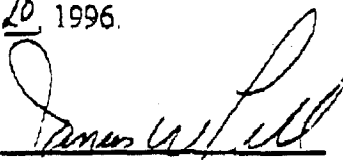
3. There were 2,492,500 shares of Common Stock, 3,825,500 shares of Series A-1 Preferred Stock, no shares in Series A-2 Preferred Stock, 4,655,581 shares in Series B-1 Preferred Stock, and no shares in Series B-2 Preferred Stock outstanding as of August 30, 1996, the record date (the "Record Date") and entitled to vote at the shareholders' meeting at which the Agreement and Plan of Merger attached hereto was approved.

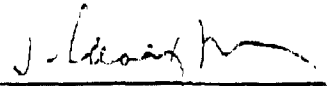
4. The principal terms of the Agreement and Plan of Merger were approved by the Board of Directors and by the vote of a number of shares of each class and series of stock which equaled or exceeded the vote required.

5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of Common Stock outstanding as of the Record Date, and more than 50% of the votes entitled to be cast by holders of Preferred Stock outstanding as of the Record Date a single class.

6. James W. Pell and J. Casey McGlynn further certify under the law of the State of California that they have read the foregoing certificate and know the contents thereof and that the same is true of their own knowledge.

Executed in Palo Alto, California on October 28 1996.


James W. Pell,
President and Chief Executive Officer


J. Casey McGlynn
Secretary

R2 TECHNOLOGY, INC.
A Delaware corporation

OFFICERS' CERTIFICATE

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2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock," respectively. There are authorized four series of Preferred Stock, designated "Series A-1 Preferred Stock," "Series A-2 Preferred Stock," "Series B-1 Preferred Stock" and "Series B-2 Preferred Stock," respectively.
3. There are 100 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto. There are no shares of Preferred Stock outstanding.
4. The principal terms of the Agreement and Plan of Merger were approved by the Board of Directors and by the vote of a number of shares of each class and series of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.
6. James W. Pell further declares under penalty of perjury under the laws of the States of Delaware and California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed in Palo Alto, California on October 28, 1996.


James W. Pell,
President and Chief Executive Officer

ENDORSED-FILED
In the office of the Secretary of State
of the State of California

NOV 8 1996

BILL JONES, Secretary of State

AGREEMENT AND PLAN OF MERGER
OF R2 TECHNOLOGY, INC.
A DELAWARE CORPORATION
AND
A CALIFORNIA CORPORATION

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B. R2 Technology California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 40,000,000 shares, 20,000,000 of which are designated "Common Stock," no par value, and 20,000,000 of which are designated "Preferred Stock," no par value. Of such authorized shares of Preferred Stock, 4,000,000 shares are designated "Series A-1 Preferred Stock," 4,000,000 shares are designated "Series A-2 Preferred Stock," 4,850,000 shares are designated "Series B-1 Preferred Stock" and 4,850,000 shares are designated "Series B-2 Preferred Stock." As of August 30, 1996, 2,492,500 shares of Common Stock, 3,825,500 shares of Series A-1 Preferred Stock, no shares of Series A-2 Preferred Stock, 4,655,581 shares of Series B-1 Preferred Stock and no shares of Series B-2 Preferred Stock were issued and outstanding.

C. The Board of Directors of R2 Technology California has determined that, for the purpose of effecting the reincorporation of R2 Technology California in the State of Delaware, it is advisable and in the best interests of R2 Technology California that R2 Technology California merge with and into R2 Technology Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of R2 Technology Delaware and R2 Technology California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, R2 Technology Delaware and R2 Technology California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, R2 Technology California shall be merged with and into R2 Technology Delaware (the "Merger"), the separate existence of R2 Technology California shall cease and R2 Technology Delaware shall be, and is herein sometimes referred as, the "Surviving Corporation," and the name of the Surviving Corporation shall be R2 Technology, Inc.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed:

(a) This Agreement and Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;

(c) An executed Agreement and Plan of Merger meeting the requirements of the Delaware General Corporation Law shall have been filed with the Secretary of State of the State of Delaware; and

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of R2 Technology California shall cease and R2 Technology Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its and R2 Technology California's Board of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of R2 Technology California in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of R2

Technology Delaware as constituted immediately prior to the Effective Date of the Merger, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of R2 Technology California in the same manner as if R2 Technology Delaware had itself incurred them, all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the California General Corporation Law.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of R2 Technology Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 Bylaws. The Bylaws of R2 Technology Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of R2 Technology California immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

III. MANNER OF CONVERSION OF STOCK

3.1 R2 Technology California Common Shares. Upon the Effective Date of the Merger, each share of R2 Technology California Common Stock, no par value, issued and outstanding immediately prior thereto shall by virtue of the Merger and without any action by the Constituent Corporations, by the holder of such shares or by any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock, \$.001 par value, of the Surviving Corporation. No fractional share interests of Surviving Corporation Common Stock shall be issued. In lieu thereof, any fractional share interests to which a holder would otherwise be entitled shall be aggregated.

3.2 R2 Technology California Preferred Shares.

(a) Upon the Effective Date of the Merger, each share of Series A-1 Preferred Stock and Series B-1 Preferred Stock of R2 Technology California, no par value, issued and outstanding immediately prior to the Merger, which shares are convertible into such number of shares of R2 Technology California Common Stock as set forth in the R2 Technology California Articles of Incorporation, as amended, shall, by virtue of the Merger and without any action by the Constituent Corporations, by the holder of such shares or by any other person, be converted

into or exchanged for one fully paid and nonassessable share of Series A-1 Preferred or Series B-1 Preferred Stock, \$.001 par value, of the Surviving Corporation, respectively, having such rights, preferences and privileges as set forth in the Certificate of Incorporation of the Surviving Corporation, which share of Preferred Stock shall be convertible into the same number of shares of the Surviving Corporation's Common Stock, \$.001 par value, as such share of R2 Technology California Preferred Stock was so convertible into immediately prior to the Effective Date of the Merger, subject to adjustment pursuant to the terms of the Certificate of Incorporation of the Surviving Corporation.

3.3 R2 Technology California Options, Warrants, Stock Purchase Rights and Convertible Securities.

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of R2 Technology California under, and continue, the option plans (including without limitation the 1993 Stock Option Plan and the 1996 Stock Option Plan and all other employee benefit plans of R2 Technology California), and will also assume the obligations of R2 Technology California under note subscription agreements that grant warrants convertible into Series B Preferred Stock to certain shareholders. Each outstanding and unexercised option, other right to purchase, or security convertible into, R2 Technology California Common Stock or R2 Technology California Preferred Stock (a "Right") shall become, subject to the provisions in paragraph (c) hereof, an option, right to purchase or a security convertible into the Surviving Corporation's Common Stock or Preferred Stock, respectively, on the basis of one share of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, for each one share of R2 Technology California Common Stock or Preferred Stock, as the case may be, issuable pursuant to any such Right, on the same terms and conditions and at an exercise price equal to the exercise price applicable to any such R2 Technology California Right at the Effective Date of the Merger. This paragraph 3.3(a) shall not apply to R2 Technology California Common Stock or Preferred Stock. Such Common Stock and Preferred Stock are subject to paragraph 3.1 and 3.2, respectively, hereof.

(b) A number of shares of the Surviving Corporation's Common Stock and Preferred Stock shall be reserved for issuance upon the exercise of options, stock purchase rights and convertible securities equal to the number of shares of R2 Technology California Common Stock and R2 Technology California Preferred Stock so reserved immediately prior to the Effective Date of the Merger.

(c) The assumed Rights shall not entitle any holder thereof to a fractional share upon exercise or conversion (unless the holder was entitled to a fractional interest immediately prior to the Merger). In lieu thereof, any fractional share interests to which a holder of an assumed Right (other than an option issued pursuant to R2 Technology Delaware's 1993 or 1996 Stock Plans), would otherwise be entitled upon exercise or conversion shall be aggregated (but only with other similar Rights which have the same per share terms). To the extent that after such aggregation, the holder would still be entitled to a fractional share with respect thereto upon exercise or conversion, the holder shall be entitled upon the exercise or conversion of all such

assumed Rights pursuant to their terms (as modified herein), to one full share of Common Stock or Preferred Stock in lieu of such fractional share. With respect to each class of such similar Rights, no holder will be entitled to more than one full share in lieu of a fractional share upon exercise or conversion.

Notwithstanding the foregoing, with respect to options issued under the R2 Technology California 1993 and 1996 Stock Option Plans, that are assumed in the Merger, the number of shares of Common Stock to which the holder would be otherwise entitled upon exercise of each such assumed option following the Merger shall be rounded down to the nearest whole number and the exercise price shall be rounded up to the nearest whole cent. In addition, no "additional benefits" (within the meaning of Section 424(a)(2) of the Internal Revenue Code of 1986, as amended) shall be accorded to the optionees pursuant to the assumption of their options.

3.4 R2 Technology Delaware Common Stock. Upon the Effective Date of the Merger, each share of Common Stock, \$.001 par value, of R2 Technology Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by R2 Technology Delaware, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.5 Exchange of Certificates. After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of R2 Technology California Common Stock or Preferred Stock may be asked to surrender the same for cancellation to an exchange agent, whose name will be delivered to holders prior to any requested exchange (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, as the case may be, into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of R2 Technology California Common Stock or Preferred Stock shall be deemed for all purposes to represent the number of shares of the Surviving Corporation's Common Stock or Preferred Stock, respectively, into which such shares of R2 Technology California Common Stock or Preferred Stock, as the case may be, were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of Common Stock or Preferred Stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock or Preferred Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of R2 Technology California so converted and

given in exchange therefore, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of the Surviving Corporation's stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and comply with applicable securities laws and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not payable.

IV. GENERAL

4.1 Covenants of R2 Technology Delaware. R2 Technology Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

(a) Qualify to do business as a foreign corporation in the State of California and, in connection therewith, irrevocably appoint an agent for service of process as required under the provisions of Section 2105 of the California General Corporation Law.

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by R2 Technology Delaware of all of the franchise tax liabilities of R2 Technology California.

(c) Take such other actions as may be required by the California General Corporation Law.

4.2 Further Assurances. From time to time, as and when required by R2 Technology Delaware or by its successors or assigns, there shall be executed and delivered on behalf of R2 Technology California such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by R2 Technology Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of R2 Technology California and otherwise to carry out the purposes of this Agreement, and the officers and directors of R2 Technology Delaware are fully authorized in the name and on behalf of R2 Technology California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.3 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either R2 Technology California or of R2 Technology Delaware, or of both, notwithstanding the approval of this Agreement by the shareholders of R2 Technology California or by the sole stockholder of R2 Technology Delaware, or by both.

4.4 Amendment. The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretary of State of the State of Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the stockholders of either Constituent Corporation shall not: (a) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (b) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of either Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801 and The Corporation Trust Company is the registered agent of the Surviving Corporation at such address.

4.6 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 730 Distel Drive, Palo Alto, California 94002, and copies thereof will be furnished to any shareholder of either Constituent Corporation, upon request and without cost.

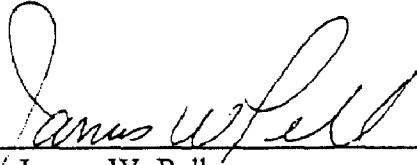
4.7 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

4.8 FIRPTA Notification. (a) On the Effective Date of the Merger, R2 Technology California shall deliver to R2 Technology Delaware, as agent for the shareholders of R2 Technology California, a properly executed statement (the "Statement") substantially in the form attached hereto as Exhibit A. R2 Technology Delaware shall retain the Statement for a period of not less than seven years and shall, upon request, provide a copy thereof to any person that was a shareholder of R2 Technology California immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of R2 Technology California, (i) such shareholders shall be considered to have requested that the Statement be delivered to R2 Technology Delaware as their agent and (ii) R2 Technology Delaware shall be considered to have received a copy of the Statement at the request of the R2 Technology California shareholders for purposes of satisfying R2 Technology Delaware's obligations under Treasury Regulation Section 1.1445-2(c)(3).

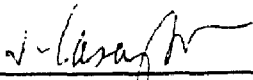
(b) R2 Technology California shall deliver to the Internal Revenue Service a notice regarding the Statement in accordance with the requirements of Treasury Regulation Section 1.897-2(h)(2).

IN WITNESS WHEREOF, this Agreement having first been approved by the Boards of Directors of R2 Technology Delaware and R2 Technology California is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

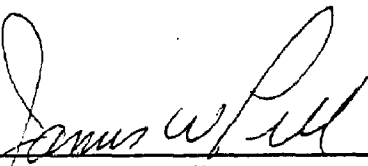
R2 TECHNOLOGY, INC.
a Delaware corporation

By: 
James W. Pell
Chief Executive Officer


ATTEST:


J. Casey McGlynn
Secretary

R2 TECHNOLOGY, INC.
a California corporation

By: 
James W. Pell
Chief Executive Officer

ATTEST:


J. Casey McGlynn
Secretary

TO THE SHAREHOLDERS OF R2 TECHNOLOGY, INC.:

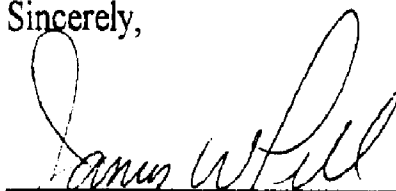
In connection with the reincorporation (the "Reincorporation") in Delaware of R2 Technology, Inc., a California corporation (the "Company"), pursuant to the Agreement and Plan of Merger (the "Agreement") dated as of October 28, 1996 between the Company and R2 Technology, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("R2 Technology Delaware"), your shares of Company stock will be replaced by shares of stock in R2 Technology Delaware.

In order to establish that (i) you will not be subject to tax under Section 897 of the Internal Revenue Code of 1986, as amended (the "Code"), in consequence of the Reincorporation and (ii) R2 Technology Delaware will not be required under Section 1445 of the Code to withhold taxes from the R2 Technology Delaware stock that you will receive in connection therewith, the Company hereby represents to you that, as of the date of this letter, shares of Company stock do not constitute a "United States real property interest" within the meaning of Section 897(c) of the Code and the regulations issued thereunder.

A copy of this letter will be delivered to R2 Technology Delaware pursuant to Section 4.8 of the Agreement.

Under penalties of perjury, the undersigned officer of the Company hereby declares that, to the best knowledge and belief of the undersigned, the facts set forth herein are true and correct.

Sincerely,



James W. Pell and
Chief Executive Officer

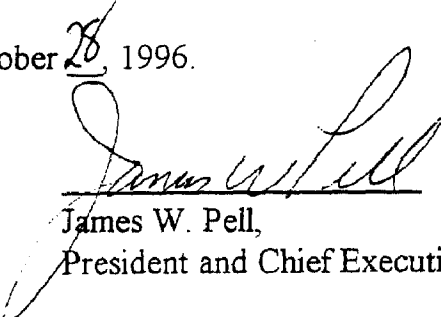
R2 TECHNOLOGY, INC.
A California corporation

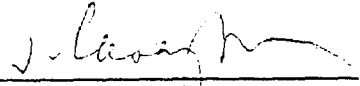
OFFICERS' CERTIFICATE

James W. Pell and J. Casey McGlynn certify that:

1. They are the President and Chief Executive Officer and the Secretary of R2 Technology, Inc., a corporation organized under the laws of the State of California.
2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock," respectively. There are authorized four series of Preferred Stock, designated "Series A-1 Preferred Stock," "Series A-2 Preferred Stock," "Series B-1 Preferred Stock" and "Series B-2 Preferred Stock," respectively.
3. There were 2,492,500 shares of Common Stock, 3,825,500 shares of Series A-1 Preferred Stock, no shares in Series A-2 Preferred Stock, 4,655,581 shares in Series B-1 Preferred Stock, and no shares in Series B-2 Preferred Stock outstanding as of August 30, 1996, the record date (the "Record Date") and entitled to vote at the shareholders' meeting at which the Agreement and Plan of Merger attached hereto was approved.
4. The principal terms of the Agreement and Plan of Merger were approved by the Board of Directors and by the vote of a number of shares of each class and series of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of Common Stock outstanding as of the Record Date, and more than 50% of the votes entitled to be cast by holders of Preferred Stock outstanding as of the Record Date a single class.
6. James W. Pell and J. Casey McGlynn further certify under the law of the State of California that they have read the foregoing certificate and know the contents thereof and that the same is true of their own knowledge.

Executed in Palo Alto, California on October 28, 1996.


James W. Pell,
President and Chief Executive Officer


J. Casey McGlynn
Secretary

R2 TECHNOLOGY, INC.
A Delaware corporation

OFFICERS' CERTIFICATE

James W. Pell certifies that:

1. He is the President and Chief Executive Officer of R2 Technology, Inc., a corporation organized under the laws of the State of Delaware.
2. The corporation has authorized two classes of stock, designated "Common Stock" and "Preferred Stock," respectively. There are authorized four series of Preferred Stock, designated "Series A-1 Preferred Stock," "Series A-2 Preferred Stock," "Series B-1 Preferred Stock" and "Series B-2 Preferred Stock," respectively.
3. There are 100 shares of Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto. There are no shares of Preferred Stock outstanding.
4. The principal terms of the Agreement and Plan of Merger were approved by the Board of Directors and by the vote of a number of shares of each class and series of stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the votes entitled to be cast by holders of outstanding shares of Common Stock.
6. James W. Pell further declares under penalty of perjury under the laws of the States of Delaware and California that he has read the foregoing certificate and knows the contents thereof and that the same is true of his own knowledge.

Executed in Palo Alto, California on October 28 1996.


James W. Pell,
President and Chief Executive Officer

State of California



SECRETARY OF STATE

CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

NOV 13 1996



Bill Jones

Secretary of State



State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, 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:

"R2 TECHNOLOGY, INC.", A CALIFORNIA CORPORATION,

WITH AND INTO "R2 TECHNOLOGY, INC." UNDER THE NAME OF "R2 TECHNOLOGY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF OCTOBER, A.D. 1996, AT 4:30 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel, Secretary of State

2654672 8100M

AUTHENTICATION:

8168624

DATE:

960314947

10-29-96
TRADEMARK

REEL: 002638 FRAME: 0568

1993586

ENDORSED
FILED
In the office of the Secretary of State
of the State of California

STATEMENT AND DESIGNATION
BY
FOREIGN CORPORATION

NOV - 8 1996

Bill Jones
BILL JONES, Secretary of State

R2 Technology, Inc.

(Name of Corporation)

_____ a corporation organized
and existing under the laws of Delaware makes the following
(State or Place of Incorporation)

statements and designation:

1. The address of its principal executive office is 730 Distel Drive
Los Altos, California 94402
(Insert complete address of principal executive office wherever located.)
DO NOT USE POST OFFICE BOX

2. The address of its principal office in the State of California is 730 Distel Drive
Los Altos, California 94402
(Insert complete address of principal office in California.)
DO NOT USE POST OFFICE BOX

DESIGNATION OF AGENT FOR SERVICE OF PROCESS IN THE STATE OF CALIFORNIA
(Complete Either Item 3 or Item 4)

3. (Use this paragraph if the process agent is a natural person.)

Earl C. Charles

a natural person residing in the State of California, whose complete address
is c/o R2 Technology, Inc., 530 Distel Drive, Los Altos, CA 94402

DO NOT USE POST OFFICE BOX

is designated as agent upon whom process directed to the undersigned corporation
may be served within the State of California, in the manner provided by law.

4. (Use this paragraph if the process agent is a corporation.)

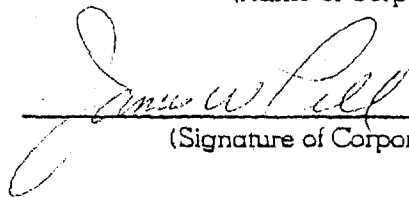
_____ a corporation organized
and existing under the laws of _____ is designated as agent upon
whom process directed to the undersigned corporation may be served within the
State of California, in the manner provided by law.

NOTE: Before a corporation may be designated by any other corporation as an agent
for service of process, a corporate agent must have complied with Section
1505, California Corporations Code.

5. The undersigned corporation hereby irrevocably consents to service of process
directed to it upon the agent designated above, and to service of process on the
Secretary of State of the State of California if the agent so designated or the agent's
successor is no longer authorized to act or cannot be found at the address given.

R2 Technology, Inc.

(Name of Corporation)



(Signature of Corporate Officer)

James W. Pell, President

(Typed Name and Title of Officer Signing)



State of California

SECRETARY OF STATE


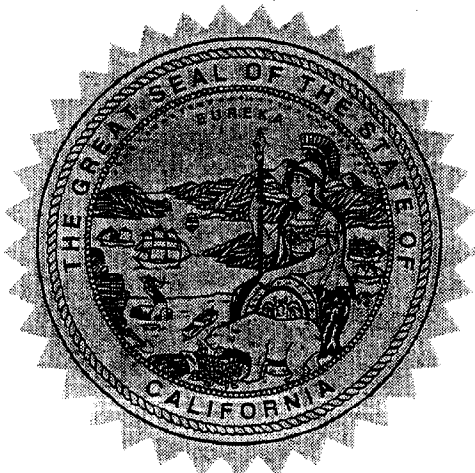
CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

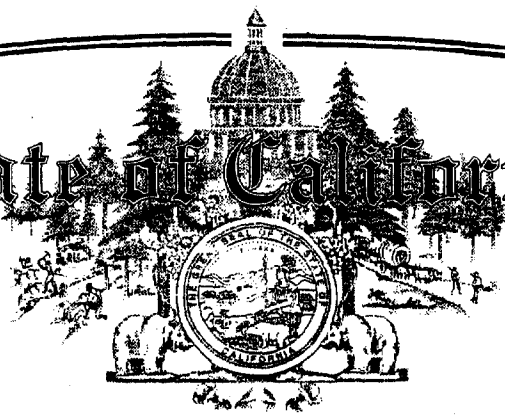
IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

NOV 13 1996

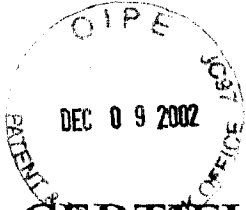


Secretary of State

State of California



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SECRETARY OF STATE

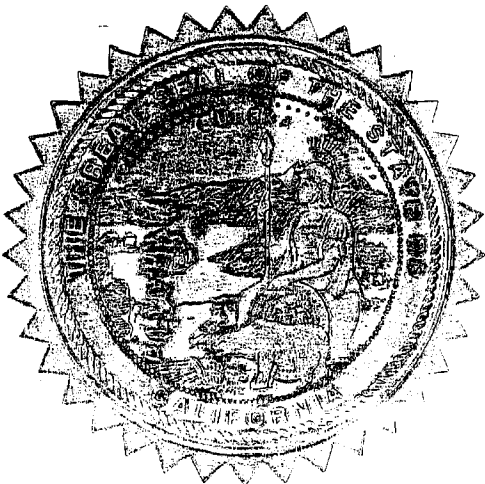
CERTIFICATE OF QUALIFICATION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That on the 8TH day of NOVEMBER, 19 96,

R2 TECHNOLOGY, INC.

a corporation organized and existing under the laws of DELAWARE,
complied with the requirements of California law in effect on that date for the purpose of
qualifying to transact intrastate business in the State of California, and that as of said
date said corporation became and now is qualified and authorized to transact intrastate
business in the State of California, subject however, to any licensing requirements
otherwise imposed by the laws of this State.



IN WITNESS WHEREOF, I
execute this certificate and
affix the Great Seal of the
State of California this

12TH day of NOVEMBER, 1996

Bill Jones

Secretary of State

TRADEMARK

REEL: 002638 FRAME: 0572

State of California

SECRETARY OF STATE

CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

NOV 13 1996



Secretary of State