

TO: COMPANY:
01/16/2007 16:58 FAX

003/018

DEAN HELLER
Secretary of State

RENEE L. PARKER
*Chief Deputy
Secretary of State*

PAMELA RUCKEL
*Deputy Secretary
for Southern Nevada*

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

CHARLES E. MOORE
Securities Administrator

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for Commercial Recordings*

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*Deputy Secretary
for Elections*

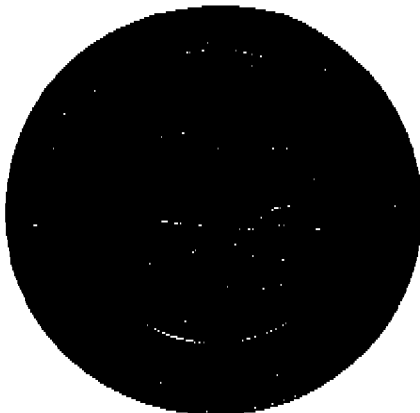
Certified Copy

December 19, 2006

Job Number: C20061219-1876
Reference Number:
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20060812815-03	Merge Out	6 Pages/1 Copies



Respectfully,

DEAN HELLER
Secretary of State

By

Certification Clerk

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

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DEAN YELLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89401-4200
(775) 684-5700
Website: secretaryofstate.nv

Articles of Merger
(Pursuant to NRS 92A.010)
Page 3

Approved by the Board of Directors

(b) The plan was approved by the required consent of the owners of:

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

Name of merging entity, if applicable

and/or

Name of surviving entity, if applicable

* Unless otherwise provided in the certificate of trust or governing instrument of a business trust, a merger must be approved by all the trustee and beneficial owners of such business trust that is a constituent entity in the merger.

This form must be accompanied by appropriate fees

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DEAN HELLER
Secretary of State
224 North Carson Street, Suite 1
Carson City, Nevada 89701-4000
(775) 334-2700
Website: secretaryofstate.nv.gov

Articles of Merger
(PURSUANT TO NRS 92A.200)
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ARTICLE 5. AMENDMENTS TO ARTICLES OF MERGER

5) Amendments, if any, to the articles or certificate of the surviving entity. Provide article numbers, if available. (NRS 92A.200)

NONE

6) Location of Plan of Merger (check a or b):

(a) The entire plan of merger is attached.

or

(b) The entire plan of merger is on file at the registered office of the surviving corporation, limited liability company, or business trust, or at the records office address if a limited partnership, or other place of business of the surviving entity (NRS 92A.200).

7) Effective date (optional): 12/31/06

* Amended and restated articles may be attached as an exhibit or integrated into the articles of merger. Please title them "Restated" or "Amended and Restated," accordingly. The form to accompany restated articles prescribed by the secretary of state must accompany the amended and/or restated articles. Pursuant to NRS 92A.180 (merger of subsidiary into parent - Nevada parent owning 90% or more of subsidiary), the articles of merger may not contain amendments to the constituent documents of the surviving entity, except that the name of the surviving entity may be changed.

** A merger takes effect upon filing the articles of merger or upon a later date as specified in the articles, which must not be more than 90 days after the articles are filed (NRS 92A.240).

This form must be accompanied by appropriate fees.

REGISTRATION OF MERGER STATEMENT
FORM 100 (REV. 1/2006)

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850-205-0381 12/19/2006 10:00 PAGE 001/001 Florida Dept of State



December 19, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CRYOLIFE, INC.
C/O SUZANNE GABBERT
1655 ROBERTS BLVD. NW
KENNESAW, GA 30144US

Re: Document Number G79500

The Articles of Merger were filed December 19, 2006, effective December 31, 2006, for CRYOLIFE, INC., the surviving Florida entity.

This document was electronically received and filed under FAX audit number E06000297678.

Should you have any further questions concerning this matter, please feel free to call (850) 245-6927, the Amendment Section.

Tracy Smith
Document Specialist
Division of Corporations

Letter Number: 606A00071694

P.O. BOX 6327 -- Tallahassee, Florida 32314

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STATE OF FLORIDA
ARTICLES OF MERGER
OF
CRYOLIFE TECHNOLOGY, INC.,
(a Nevada corporation)

with and into

CRYOLIFE, INC.,
(a Florida corporation)

The following Articles of Merger are being submitted in accordance with the Florida Business Corporation Act, pursuant to Sections 607.1104, 607.1105, and 607.1107, Florida Statutes:

FIRST: The name, address of the principal office, jurisdiction, document number, and entity type of the surviving corporation are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Document Number</u>	<u>Entity Type</u>
CryoLife, Inc. 1655 Roberts Blvd., NW Kennesaw, GA 30144	Florida	G79500	Profit Corporation

SECOND: The name, address of the principal office, jurisdiction, document number, and entity type of the merging corporation are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Document Number</u>	<u>Entity Type</u>
CryoLife Technology, Inc. c/o Kelly Flanders, CPA CSC Entity Services, LLC 2215-B Renaissance Drive Las Vegas, NV 89119	Nevada	C8835-1998-001	Profit Corporation

THIRD: The Plan of Merger is attached hereto as Exhibit A.

FOURTH: The merger shall become effective on December 31, 2006 at 11:59 P.M. (EST).

FIFTH: The Plan of Merger was adopted by the Board of Directors of the surviving corporation on October 31, 2006. Shareholder approval of the surviving corporation was not required.

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SIXTH: The Plan of Merger was adopted by the Board of Directors of the merging corporation on October 31, 2006. Shareholder approval of the merging corporation was not required.

SEVENTH: The Articles of Merger comply and were executed in accordance with the laws of each constituent corporation's applicable jurisdiction.

EIGHTH: SIGNATURES FOR EACH PARTY:

SURVIVING CORPORATION:

CRYOLIFE, INC.,
a Florida Corporation

By: *D. A. Lee*

Print Name and Title: D. Ashley Lee,
EVP, COO & CEO

MERGING CORPORATION:

CRYOLIFE TECHNOLOGY, INC.,
a Nevada Corporation

By: *D. A. Lee*

Print Name and Title: D. Ashley Lee
CEO

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AGREEMENT AND PLAN OF MERGER
OF
CRYOLIFE TECHNOLOGY, INC.
with and into
CRYOLIFE, INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of the 31st day of October, 2006, by and between CRYOLIFE TECHNOLOGY, INC., a Nevada corporation (the "Merging Corporation"), and CRYOLIFE, INC., a Florida corporation (the "Surviving Corporation"). The Surviving Corporation and the Merging Corporation are sometimes hereinafter referred to jointly as the "Constituent Corporations."

RECITAL

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable and in the best interest of the applicable Constituent Corporation and its shareholders that the Merging Corporation merge with and into the Surviving Corporation;

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, it is hereby agreed by and between the parties hereto that the Merging Corporation shall be merged with and into the Surviving Corporation in accordance with the applicable provisions of the Florida Business Corporation Act and the Nevada Revised Statutes, as amended (the "Corporate Acts"), and upon the following terms and conditions:

ARTICLE I
BACKGROUND

Section 1.1. Organization of Constituent Corporations; Ownership. The Merging Corporation is a corporation duly organized and existing under the laws of the State of Nevada. The Surviving Corporation is a corporation duly organized and existing under the laws of the State of Florida. The Surviving Corporation is the sole shareholder of the Merging Corporation.

Section 1.2. Merger. The Surviving Corporation will merge the Merging Corporation with and into the Surviving Corporation (the "Merger").

Section 1.3. Desire to Merge. The Merging Corporation and the Surviving Corporation desire to effect a statutory merger of the Merging Corporation with and into the Surviving Corporation in the manner herein set forth, and the Board of Directors of each Constituent Corporation has duly adopted resolutions approving this Agreement and the Merger.

EXHIBIT "A"

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ARTICLE 2 PARTIES TO PROPOSED MERGER

Section 2.1. The Merging Corporation. The name of the corporation proposing to merge into the Surviving Corporation is CryoLife Technology, Inc., a Nevada corporation.

Section 2.2. The Surviving Corporation. The name of the corporation into which the Merging Corporation proposes to merge is CryoLife, Inc., a Florida corporation.

ARTICLE 3 TERMS AND CONDITIONS OF PROPOSED MERGER AND MANNER OF IMPLEMENTATION

Section 3.1. General. Subject to the terms and conditions of this Agreement, and on the Effective Date of the Merger (as hereinafter defined): (a) the Merging Corporation shall merge with and into the Surviving Corporation, which shall survive the merger and continue to be a Florida corporation; (b) the separate existence and corporate organization of the Merging Corporation shall cease upon the Effective Date of the Merger, as provided by the Corporate Acts; (c) the corporate existence of the Surviving Corporation with all its purposes, powers, and objects shall continue unaffected and unimpaired by the Merger; (d) the Surviving Corporation shall be governed by the laws of the State of Florida and succeed to all rights, assets, liabilities, and obligations of the Merging Corporation as set forth in the Corporate Acts; and (e) the shares of capital stock of the Surviving Corporation outstanding upon the Effective Date of the Merger shall be and remain the outstanding shares of the capital stock of the Surviving Corporation in accordance with their terms.

Section 3.2. Effective Date of the Merger. The "Effective Date of the Merger" with respect to the Merger contemplated by this Agreement shall be December 31, 2006 at 11:59 P.M. (EST).

Section 3.3. Private Property of Shareholders. The private property of the shareholders of the Merging Corporation and of the Surviving Corporation shall not be subject to the payment of the corporate debts of any of the said corporations to any extent whatsoever.

ARTICLE 4 MANNER AND BASIS OF CONVERTING SHARES OF CAPITAL STOCK OF THE MERGING CORPORATION INTO SHARES OF CAPITAL STOCK OF THE SURVIVING CORPORATION

Upon the Effective Date of the Merger, all issued and outstanding shares of capital stock of the Merging Corporation shall automatically and by operation of law be canceled without any consideration being issued or paid therefor and all certificates evidencing ownership of such shares shall be void and of no effect, and all issued and outstanding shares of capital stock of the Surviving Corporation, without any action on the part of the holder thereof, shall remain issued and outstanding and the certificates evidencing these shares shall remain valid.

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**ARTICLE 5
ARTICLES OF INCORPORATION AND BYLAWS OF
THE SURVIVING CORPORATION**

The Articles of Incorporation of the Surviving Corporation on the Effective Date of the Merger shall be the Articles of Incorporation of the Surviving Corporation until thereafter amended in accordance with applicable law. Also, upon the Effective Date of the Merger, the Bylaws of the Surviving Corporation shall be the Bylaws of the Surviving Corporation until thereafter amended in accordance with applicable law.

**ARTICLE 6
DIRECTORS AND OFFICERS**

The directors and officers of the Surviving Corporation in office on the Effective Date of the Merger shall be the current directors and officers of the Surviving Corporation, each to hold office until their successors shall have been elected and shall have been qualified or until their earlier resignation or removal.

**ARTICLE 7
REPRESENTATIONS AND WARRANTIES**

Section 7.1. The Merging Corporation represents and warrants as follows:

(a) Organization and Good Standing. It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada and has the corporate power to carry on its business as it is now being conducted.

(b) Authorization. The execution, delivery, and performance of this Agreement by it have been duly and validly authorized and approved by all necessary corporate action.

Section 7.2. The Surviving Corporation represents and warrants as follows:

(a) Organization and Good Standing. The Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida and has the corporate power to carry on its business as it is now being conducted.

(b) Authorization. The execution, delivery, and performance of this Agreement by the Surviving Corporation have been duly and validly authorized and approved by all necessary corporate action.

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ARTICLE 8 EFFECTS OF MERGER

The Merger shall have the effect provided therefor by the Corporate Acts. As of the Effective Date of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy, all the rights, privileges, immunities, powers, and franchises both of a public and private nature, and be subject to all the restrictions, disabilities, obligations, and duties of the Merging Corporation; and all the property, real, personal, and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to the Merging Corporation, shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any property or any interest therein, vested in the Merging Corporation, shall not revert to or be in any way impaired by reason of the Merger. The Surviving Corporation shall be responsible and liable for all the liabilities and obligations of the Merging Corporation (including, without limitation, all federal, state, and local tax obligations and liabilities of the Merging Corporation); and any claims existing by or against the Merging Corporation may be prosecuted to judgment as if the Merger had not occurred, or the Surviving Corporation may be substituted in the place of the Merging Corporation. The rights of any creditors of the Merging Corporation shall not be impaired by the Merger. The Surviving Corporation shall execute and deliver any and all documents that may be required for it to assume or otherwise comply with any outstanding obligations of the Merging Corporation.

ARTICLE 9 CORPORATE APPROVALS AND TERMINATION

Section 9.1. Corporate Approvals. This Agreement and the Merger have been approved by the Board of Directors of each of the Constituent Corporations, in compliance with the Corporate Acts.

Section 9.2. Termination. At any time prior to the Effective Date of the Merger, this Agreement may be terminated and abandoned by either of the Constituent Corporations by appropriate resolution of such Constituent Corporation's Board of Directors. In the event of such termination and abandonment, this Agreement shall become void and neither the Merging Corporation nor the Surviving Corporation or their respective shareholders, directors, or officers may be held liable in respect to such termination or abandonment.

ARTICLE 10 MISCELLANEOUS

Section 10.1. Further Assurances. If at any time the Surviving Corporation shall consider or be advised that any further assignment, assurance, or other action is necessary or desirable to vest in the Surviving Corporation the title to any property or right of the Merging Corporation or otherwise to carry out the purposes of this Agreement, the proper officers and directors of the Merging Corporation shall execute and make all such proper assignments or assurances and take such other actions. The proper officers and directors of the Surviving

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Corporation are hereby authorized in the name of the Merging Corporation, or otherwise, to take any and all such action.

Section 10.2. Payment of Dissenters. Pursuant to the Corporate Acts, there are no dissenting shareholders because the Merging Corporation is a wholly-owned subsidiary of the Surviving Corporation, whose Board of Directors has duly adopted resolutions approving this Agreement and the Merger.

Section 10.3. Procedure. Each Constituent Corporation will in a timely manner follow the procedures provided by the Corporate Acts in connection with statutory mergers, including the filing of appropriate Articles of Merger and the obtaining of tax clearance certificates, if necessary, will cooperate with the other party, will act in good faith, and will take those actions necessary or appropriate to approve and effectuate this Agreement and the transactions contemplated hereby.

Section 10.4. Tax Consequences. It is the express intent and purpose of this Agreement that the transaction contemplated hereunder qualify as a tax-free reorganization under the Internal Revenue Code of 1986, as amended from time to time. To this end, any ambiguity in this Agreement shall be resolved in an interpretation that will qualify this transaction as a tax-free reorganization. Notwithstanding the above, the failure of this transaction to qualify as a tax-free reorganization shall not give rise to a cause of action by any person involved in this transaction.

[Signatures follow on the next page.]

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[Signatures begin and end on this page.]

EXECUTED as of the date first above written.

MERGING CORPORATION

SURVIVING CORPORATION

CryoLife Technology, Inc.

CryoLife, Inc.

By: *P. A. Lee*

By: *P. A. Lee*

ATTEST:

ATTEST:

By: *Suzanne K. Gilbert*

By: *Suzanne K. Gilbert*