

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/17/2000

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aventail Corporation		02/17/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Aventail Corporation
Street Address:	808 Howell Street
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2134340	AVENTAIL

CORRESPONDENCE DATA

Fax Number: (206)359-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 206.359.8000
 Email: pctrademarks@perkinscoie.com
 Correspondent Name: Heidi L. Sachs
 Address Line 1: 1201 Third Avenue, Suite 4800
 Address Line 4: Seattle, WASHINGTON 98101-3099

ATTORNEY DOCKET NUMBER:	26838-4000.0003.US003
NAME OF SUBMITTER:	Heidi L.Sachs
Signature:	/Heidi Sachs/

CH \$40.00 2134340

Date:

11/25/2008

Total Attachments: 6

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STATE of WASHINGTON



SECRETARY of STATE

I, **RALPH MUNRO**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

ARTICLES OF MERGER

to

NEW AVENTAIL CORPORATION

a Washington Profit corporation,

were filed for record in this office on the date indicated below.

Merging AVENTAIL CORPORATION (A Delaware corp. qualified in Washington) into
NEW AVENTAIL CORPORATION; and Changing name to AVENTAIL
CORPORATION

UBI Number: 602 013 588

Date: February 17, 2000



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Ralph Munro, Secretary of State
2-915743-5

2000 3462 07870 001 - 006

TRADEMARK
REEL: 003893 FRAME: 0518

ARTICLES OF MERGER
OF
AVENTAIL CORPORATION
WITH AND INTO
NEW AVENTAIL CORPORATION

FILED
STATE OF WASHINGTON
FEB 17 2000
RALPH MUNRO
SECRETARY OF STATE

Pursuant to Section 23B.11.050 of the Washington Business Corporation Act ("WBCA"), New Aventail Corporation, a Washington corporation (the "Surviving Corporation"), submits these Articles of Merger for filing:

1. The Agreement and Plan of Merger is attached hereto and made a part as though fully set forth herein.
2. Section 1.3 of the Agreement and Plan of Merger sets forth an amendment to the Articles of Incorporation of the Surviving Corporation.
3. The approval of the shareholders of Aventail Corporation was obtained pursuant to Section 252 of the Delaware General Corporation Law. The approval of the sole shareholder of the Surviving Corporation was obtained pursuant to Section 23B.11.030 of the WBCA.

Dated: February 17, 2000.

NEW AVENTAIL CORPORATION

By


Evan Kaplan, President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is entered into as of the 17th day of February, 2000, in accordance with Section 252 of the Delaware General Corporation Law ("DGCL"), as amended, and RCW 23B.11.070, by and between New Aventail Corporation, a Washington corporation (the "Surviving Corporation"), and Aventail Corporation, a Delaware corporation (the "Merging Corporation"). The Surviving Corporation and the Merging Corporation are sometimes collectively referred to hereinafter as the "Constituent Corporations."

RECITALS

A. The respective boards of directors of the Merging Corporation and the Surviving Corporation have determined it in the best interest of each respective Constituent Corporation to merge (the "Merger") the Merging Corporation with and into the Surviving Corporation.

B. The board of directors of the Merging Corporation recommended approval of the Merger by the Merging Corporation shareholders, who approved the Merger by majority written consent in accordance with Section 228 of the DGCL on February 17, 2000. The approval of the sole shareholder of the Surviving Corporation was obtained pursuant to Section 23B.11.030 of the Washington Business Corporation Act.

C. The Constituent Corporations now desire the Merger to be effected pursuant to the terms and conditions of this Merger Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. General

1.1 **The Merger.** On the Effective Date (as herein defined) of the Merger, the Merging Corporation shall be merged with and into the Surviving Corporation and the separate existence of the Merging Corporation shall cease and the Surviving Corporation shall survive such Merger.

1.2 **Articles of Incorporation and Bylaws.** The Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Date and as amended by Section 1.3 of this Merger Agreement, shall be the Articles of Incorporation of the Surviving

Corporation. The Bylaws of Surviving Corporation as in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation.

1.3 Amendment to Articles of Incorporation of Surviving Corporation. On the Effective Date, Article I of the Articles of Incorporation of the Surviving Corporation shall be amended and replaced in all respects by the following:

ARTICLE I

NAME

The name of the corporation is Aventail Corporation.

1.4 Directors and Officers. The directors of the Merging Corporation in office on the Effective Date shall become the directors of the Surviving Corporation, until their successors shall have been elected and qualified. The officers of Merging Corporation in office on the Effective Date shall become the officers of the Surviving Corporation, until their successors shall have been elected and qualified.

1.5 Property and Liabilities of Constituent Corporations. On the Effective Date, the separate existence of Merging Corporation shall cease and Merging Corporation shall be merged into the Surviving Corporation. The Surviving Corporation, from and after the Effective Date, shall possess all the rights, privileges, powers and franchises of whatsoever nature and description, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; all rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of and debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all other interests shall be thereafter as effectively the property of the Surviving Corporation as they were of the several and respective Constituent Corporations and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations thenceforth shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative pending by or against either Constituent Corporation may be prosecuted to judgment or decree as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

1.6 Further Assurances. The Merging Corporation agrees that, at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors

and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests referred to in this Section 1 herein and otherwise to carry out the intent and purposes hereof.

1.7 Effective Date. This Merger Agreement shall become effective at 4:59 p.m. Pacific time on the later of (a) the day on which an executed Certificate of Merger is filed with the Secretary of State of the State of Delaware in the manner required by the DGCL and (b) the day on which an executed counterpart of Articles of Merger containing this Merger Agreement are filed with the Secretary of State of Washington in the manner required by the Washington Business Corporation Act, or (c) a later specified effective date as set forth in the Articles and Certificate of Merger so filed with the respective Secretaries of State (the "Effective Date").

2. Capital Stock of the Surviving Corporation

2.1 Merging Corporation Shares. Each share of the capital stock of Merging Corporation issued and outstanding immediately prior to the Effective Date, upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, shall be converted into one validly issued, fully paid and non-assessable share of capital stock of Surviving Corporation, with the identical rights and preferences as such shares had as shares of the Merging Corporation, as set forth in the Articles of Incorporation of the Surviving Corporation.

2.2 Surviving Corporation Shares. On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of Surviving Corporation outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

2.3 Exchange of Stock Certificates. On and after the Effective Date, the shareholders of Merging Corporation may surrender to Surviving Corporation the certificate or certificates which represent shares of capital stock of Merging Corporation to an agent designated by Surviving Corporation, and shall thereupon be entitled to receive such number of shares of capital stock of Surviving Corporation in accordance with this Section 2.

2.4 Stock Options and Exchange Rights. Pursuant to the provisions of the Washington Business Corporation Act, the Surviving Corporation shall assume and continue Merging Corporation's obligations under all of Merging Corporation's outstanding stock

options, warrants, and employee stock plan and all obligations thereunder and stock options issued pursuant thereto, and reserve for issuance shares subject to purchase the number of shares of Common Stock as set forth in such plan.

3. **Counterparts.** This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one Merger Agreement.

IN WITNESS WHEREOF, the Constituent Corporations have executed this Merger Agreement as of the date and year first above written.

MERGING CORPORATION

AVENTAIL CORPORATION

By


Evan Kaplan, President

SURVIVING CORPORATION

NEW AVENTAIL CORPORATION

By


Evan Kaplan, President