

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	05/09/2003

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Imago Scientific Instruments Corporation		05/02/2003	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Imago Scientific Instruments Corporation
Street Address:	5500 Nobel Drive
City:	Madison
State/Country:	WISCONSIN
Postal Code:	53711
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3125190	EXTREME METROLOGY AT THE NANO-SCALE
Registration Number:	3277055	LEAP 3000X
Registration Number:	2672271	NANOLYTICAL
Registration Number:	2770250	LEAP
Registration Number:	2845348	IMAGO SCIENTIFIC INSTRUMENTS
Registration Number:	2767349	ONE ATOM AT A TIME
Registration Number:	2759409	IMAGO

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

CH \$190.00 3125190

Correspondent Name: Grace Han Stanton of Perkins Coie LLP
Address Line 1: 1201 Third Avenue, Suite 4800
Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER: 39245-4000

NAME OF SUBMITTER: Grace Han Stanton

Signature: /Grace Han Stanton/

Date: 04/16/2009

Total Attachments: 9
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RECEIVED - DEPT OF
 FINANCIAL INSTITUTIONS
 STATE OF WISCONSIN
 Sec. 178, 181.1103, and
 183.1204 Wis. Stats.
 03 MAY -9 PM 5: 24

State of Wisconsin
 DEPARTMENT OF FINANCIAL INSTITUTIONS
 Division of Corporate & Consumer Services

01 M043259
 AND Q2 A045628
 (60M)
 Survivor
 Imaged

ARTICLES OF MERGER

1. Non-Surviving Parties to the Merger:

Company Name: Imago Scientific Instruments Corporation	M043259
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Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of <u>Wisconsin</u> (state or country)
	<input checked="" type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	

Company Name:	MAY 12 07:43 AM E. A 200998 DCORP150	\$150.00
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Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of <u> </u> (state or country)
	<input type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	

Schedule more non-surviving parties as an additional page.

2. Surviving Business Entity:

Company Name: Imago Scientific Instruments Corporation (Corp Name) Atom Probe, Inc. (Fict Name)	A045628
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Indicate (X) Entity Type	<input type="checkbox"/> Limited Partnership (Ch. 179, Wis. Stats.)	Organized under the laws of <u>Delaware</u> (state or country)
	<input checked="" type="checkbox"/> Business Corporation (Ch. 180, Wis. Stats.)	
	<input type="checkbox"/> Nonstock Corporation (Ch. 181, Wis. Stats.)	
	<input type="checkbox"/> Limited Liability Company (Ch. 183, Wis. Stats.)	

FILING FEE - \$150.00

DFI/CORP/2000(R02/10/03) Use of this form is voluntary.

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ARTICLES OF MERGER

3. The Plan of Merger included in this document was approved by each business entity that is a party to the merger in the manner required by the laws applicable to each business entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable.

CONTINGENCY STATEMENT – The surviving business entity of this merger is a domestic or foreign nonstock corporation. The Plan of Merger included in this document was approved by each business entity that is a party to the merger in the manner required by the laws applicable to each business entity, and in accordance with ss. 180.1103, 180.1104 and 183.1202, if applicable, and by a person other than the members or the board, if the approval of such person is required under s. 181.1103 (2) (c).

- The approval of members is not required, and the Plan of Merger was approved by a sufficient vote of the board.
- The number of votes cast by each class of members to approve the Plan of Merger were sufficient for approval by that class.

Membership Class	Number of Memberships Outstanding	Number of Votes Entitled to be Cast	For	Against

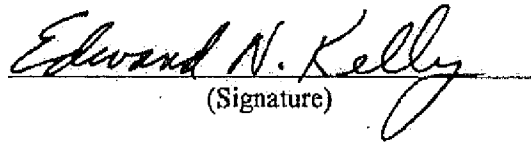
(Append or attach the **PLAN OF MERGER**. Optional Plan of Merger template on Pages 4 & 5)

4. (OPTIONAL) Effective Date and Time of Merger

These articles of merger, when filed, shall be effective on _____ (date) at _____ (time).

(An effective date declared under this article may not be earlier than the date the document is delivered to the department for filing, nor more than 90 days after its delivery. If no effective date and time is declared, the effective date and time will be determined by ss. 179.11(2), 180.0123, 181.0123 or 183.0111, whichever section governs the surviving domestic entity.)

5. Executed on May 2, 2003 (date) by the surviving business entity on behalf of all parties to the merger.


(Signature)

Mark (X) below the title of the person executing the document.

Edward N. Kelly
(Printed Name)

For a **limited partnership**
Title: General Partner

For a **corporation**
Title: President OR Secretary
or other officer title _____

For a **limited liability company**
Title: Member OR Manager

This document was drafted by: Michael Hosokawa
(Name the individual who drafted the document)

ARTICLES OF MERGER

[Michael Hosokawa
Perkins Coie LLP
101 Jefferson Drive
[Menlo Park, CA 94025

Your return address and phone number during the day: ((415) 344-7011

INSTRUCTIONS: (Ref. Ss. 179.77, 180.1105, 181.1105, and 183.1204, Wis. Stats. for document content)

Submit one original and one exact copy to Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **filing fee of \$150.00**, payable to the department. Filing fee is **non-refundable**. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave, 3rd Floor, Madison WI, 53703.) Sign the document manually or otherwise as allowed under sec. 179.14 (1g) (c), 180.0103 (16), 181.0103 (23) or 183.0107 (1g) (c). **NOTICE:** This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing impaired may call 608-266-8818 for TDY. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

1. Enter the company name, type of business entity, and state of organization of each non-surviving party to the merger. Definitions of foreign entity types are set forth in ss. 179.01(4), 180.0103(9), 181.0103(13) and 183.0102(8), Wis. Stats.
2. Enter the company name, type of business entity, and state of organization of the surviving business entity.
3. This Article states the manner in which the Plan of Merger was approved. If the surviving entity is a domestic or foreign **nonstock** corporation, complete the CONTINGENCY STATEMENT. Append or attach the Plan of Merger. A Plan of Merger template is available on pages 4 & 5. Its use is optional.
4. (Optional) If the merger is to take effect at a time other than the close of business on the day the articles of merger are delivered to the department for filing, state the effective date or date and time. An effective date may not be earlier than the date the document is delivered to the Department of Financial Institutions, nor a date more than 90 days after its delivery.
5. Enter the date of execution and the name and title of the person signing the document. If, for example, the surviving business entity is a domestic limited liability company, the Articles of Merger would be signed by a Member or Manager of the limited liability company; if the surviving business entity is a corporation, by an officer of the corporation, etc.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

The surviving entity in the merger is alerted to record a conveyance of title ownership of all real estate located in Wisconsin, pursuant to sec. 179.77(6)(c), 180.1106(1)(b), 181.1106(2) or 183.1205(2), whichever is applicable.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is made as of February 15, 2003 by and between Imago Scientific Instruments Corporation, a Wisconsin Corporation ("Imago Wisconsin"), and Imago Scientific Instruments Corporation, a Delaware corporation ("Imago Delaware"). Imago Wisconsin and Imago Delaware are hereinafter sometimes collectively referred to as the "Constituent Corporations."

RECITALS

A. Imago Wisconsin was incorporated on March 8, 1994. Its current authorized capital stock consists of: (1) 9,500,000 shares of Common Stock, par value of \$0.01 per share ("Imago Wisconsin Common Stock"), of which 1,739,629 shares are issued and outstanding; and (2) 4,200,000 shares of Preferred stock, par value of \$0.01 per share, ("Imago Wisconsin Preferred Stock"), all of which are designated Series A Preferred Stock and of which 3,846,882 shares are issued and outstanding.

B. Imago Delaware was incorporated on January 10, 2003. Its authorized capital stock consists of: (1) 9,500,000 shares of Common Stock, par value of \$0.0001 per share ("Imago Delaware Common Stock"); and (2) 4,200,000 shares of Preferred stock, par value of \$0.0001 per share, ("Imago Delaware Preferred Stock"), all of which are designated Series A Preferred Stock. As of the date of this Agreement, 10,000 shares of Common Stock are issued and outstanding, all of which are held by Imago Wisconsin.

C. The respective Board of Directors of Imago Wisconsin and Imago Delaware deem it advisable and to the advantage of each of the Constituent Corporations that Imago Wisconsin merge with and into Imago Delaware upon the terms and subject to the conditions set forth in this Merger Agreement for the purpose of effecting a change of the state of incorporation of Imago Wisconsin from Wisconsin to Delaware pursuant to the provisions of the Wisconsin Business Corporation Law and of the General Corporation Law of Delaware.

D. The Board of Directors of each of the Constituent Corporations has approved this Merger Agreement. The stockholders of each of the Constituent Corporations have approved this Merger Agreement.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that Imago Wisconsin shall merge with and into Imago Delaware on the following terms, conditions and other provisions;

1. Merger. At the Effective Time (as defined below), Imago Wisconsin shall be merged with and into Imago Delaware (the "Merger"), the separate existence of Imago Wisconsin shall cease, and Imago Delaware shall be the surviving corporation of the Merger (the "Surviving Corporation"). The name of the Surviving Corporation shall be "Imago Scientific Instruments Corporation"

2. **Effective Time.** The Merger shall become effective upon filing a duly executed copy of a Certificate of Merger, in such mutually acceptable form as is required by the relevant provisions of the Delaware General Corporation Law and the Wisconsin Business Corporation Law, with the Wisconsin Department of Financial Institutions and the Secretary of State of the State of Delaware (the "**Effective Time**").

3. **Effect of Merger.** Upon the Effective Time of the Merger, the separate existence of Imago Wisconsin shall cease and Imago 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 Imago Wisconsin's Board of Directors, (iii) shall succeed, without other transfer or further act or deed, to all of the assets, rights, powers and property of Imago Wisconsin, in the manner more fully set forth in the Delaware General Corporation Law and the Wisconsin Business Corporation Law, (iv) shall continue to be subject to all of the debts, liabilities and obligations of Imago Wisconsin as constituted immediately prior to the Effective Date of the Merger, (v) shall succeed, without other transfer or further act or deed, to all of the debts, liabilities and obligations of Imago Wisconsin in the same manner as if Imago Delaware had itself incurred them, and (vi) the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities, and duties and against all claims and demands arising out of the merger all as more fully provided under the applicable provisions of the Delaware General Corporation Law and the Wisconsin Business Corporation Law.

4. **Governing Documents.** At the Effective Time, the Certificate of Incorporation of Imago Delaware, in effect immediately prior to the Effective Time (the "**Certificate of Incorporation**") shall become the Certificate of Incorporation of the Surviving Corporation. The Bylaws of Imago Delaware in effect immediately prior to the Effective Time (the "**Bylaws**") shall become the Bylaws of the Surviving Corporation.

5. **Directors and Officers.** At the Effective Time, the directors and officers of Imago Wisconsin shall be and become the directors and officers (holding the same titles and positions) of the Surviving Corporation and after the Effective Time shall serve in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation.

6. **Conversion of Shares of Imago Wisconsin.** Subject to the terms and conditions of this Agreement, at the Effective Time, each share of Imago Wisconsin Common Stock outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and nonassessable, issued and outstanding share of Imago Delaware Common Stock. At the Effective Time each share of Imago Wisconsin Series A Preferred Stock outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and nonassessable, issued and outstanding share of Imago Delaware Series A Preferred Stock.

7. **Cancellation of Shares of Imago Delaware.** At the Effective Time, all of the previously issued and outstanding shares of Imago Delaware Common Stock that were issued

and outstanding immediately prior to the Effective Time shall be automatically retired and canceled.

8. **Stock Certificates.** At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of Imago Wisconsin Common Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of Imago Delaware Common Stock into which such shares of Imago Wisconsin Common Stock are converted as provided herein. At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of a series of Imago Wisconsin Preferred Stock shall be deemed for all purposes to evidence ownership of and to represent the number of shares of the series of Imago Delaware Preferred Stock into which such shares of Imago Wisconsin Preferred Stock are converted as provided herein. The registered owner on the books and records of Imago Wisconsin of any such outstanding stock certificate for Imago Wisconsin Common Stock or Imago Wisconsin Preferred Stock shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Imago Delaware or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of Imago Delaware Common Stock or Imago Delaware Preferred Stock evidenced by such outstanding certificate as above provided.

9. **Cancellation or Conversion of Options and Warrants.** At the Effective Time, the Imago Wisconsin 2000 Stock Option Plan (the "2000 Plan") and all outstanding and unexercised portions of all options previously granted thereunder shall terminate. Pursuant to the terms of the Imago Wisconsin 2000 Stock Option Plan, all holders of outstanding and unexercised options shall have the right, prior to the Effective Time, to exercise the unexercised portions of their options. At the Effective Time, all outstanding and unexercised portions of all options to purchase shares of Imago Wisconsin Common Stock granted outside the 2000 Plan, which do not terminate by their terms as a result of the Merger, shall become options to purchase, on the same terms and conditions, the same number of shares of Imago Delaware Common Stock. At the Effective Time, all outstanding and unexercised portions of all warrants to purchase or acquire Imago Wisconsin Capital Stock, which do not terminate by their terms as a result of the Merger, shall become warrants to purchase or acquire, on the same terms and conditions, the same number of shares of the same series of Imago Delaware Capital Stock.

10. **Employee Benefit Plans.** At the Effective Time, the obligations of Imago Wisconsin under or with respect to every plan, trust, program and benefit then in effect or administered by Imago Wisconsin for the benefit of the directors, officers and employees of Imago Wisconsin or any of its subsidiaries shall become the lawful obligations of Imago Delaware and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, Imago Delaware hereby expressly adopts and assumes all obligations of Imago Wisconsin under such employee benefit plans.

11. **Further Assurances.** From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Imago Wisconsin such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action as shall be appropriate, advisable or

necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Imago Wisconsin, and otherwise to carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of Imago Wisconsin, or otherwise, to take any and all such actions and to execute and delivery any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

12. **Abandonment.** At any time before the Effective Time, this Merger Agreement may be terminated and the Merger abandoned by the Board of Directors of Imago Wisconsin or Imago Delaware, notwithstanding approval of this Merger Agreement by the Boards of Directors and stockholders of the Constituent Corporations.

13. **Amendment.** At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Merger Agreement by the stockholders of the Constituent Corporations; provided, however, that any amendment made subsequent to the adoption of this Agreement by the stockholders of the Constituent Corporations shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of any class or series of Imago Wisconsin; (ii) alter or change any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms or conditions of this Merger Agreement if such alteration or change would adversely affect the holders of any shares of any class or series of Imago Wisconsin or Imago Delaware.

14. **Tax-Free Reorganization.** The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

15. **Governing Law.** This Agreement shall be governed by and construed under the internal laws of the State of Delaware as applied to agreements among Delaware residents entered into and to be performed entirely within Delaware, without reference to the principles of conflicts of law or choice of laws.

16. **Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement is hereby executed on behalf of each of the Constituent Corporations and attested by their respective officers herein duly authorized.

IMAGO SCIENTIFIC
INSTRUMENTS CORPORATION,
a Wisconsin Corporation

IMAGO SCIENTIFIC
INSTRUMENTS CORPORATION,
a Delaware Corporation

By: _____
Edward N. Kelly, Jr., President

By: _____
Edward N. Kelly, Jr., President

ATTEST:

ATTEST:

By: _____
Tye T. Gribb, Secretary

By: _____
Tye T. Gribb, Secretary

[Signature page to Agreement and Plan of Merger]

Filed First

Articles of Merger
Chapter 180

Merges: Amago Scientific Instruments Corporation
- Wisconsin corporation, M043259)
- Non-survivor -

Auto: Atom Probe, Inc. (Fict Name) Amago
Scientific Instruments Corporation
(Corp Name) 02 A045628
- Survivor -

\$150.00 AP

Erik Abele
Neider & Boucher
PO Box 5510
Madison, WI 53705-0510

