

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/14/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dow Pharmaceutical Sciences		06/14/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Dow Pharmaceutical Sciences, Inc.
Street Address:	1330 Redwood Way
City:	Petaluma
State/Country:	CALIFORNIA
Postal Code:	94954
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2821616	ACRYSORB
Registration Number:	2601376	CLINAC
Registration Number:	1230745	LUBREX

**CORRESPONDENCE DATA**

Fax Number: (949)461-6661  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 949-461-6168  
 Email: matthew.marshall@valeant.com  
 Correspondent Name: Matthew Marshall  
 Address Line 1: 7545 Irvine Center Dr. Suite 100  
 Address Line 2: Legal Dept.  
 Address Line 4: Irvine, CALIFORNIA 92618

ATTORNEY DOCKET NUMBER: DOW PHARMACEUTICAL

**900199411**

**TRADEMARK  
 REEL: 004602 FRAME: 0126**

**OP \$90.00 2821616**

NAME OF SUBMITTER:	Matthew Marshall
Signature:	/matthew marshall/
Date:	08/10/2011
<p><b>Total Attachments: 13</b> source=DowMerger061405#page1.tif source=DowMerger061405#page2.tif source=DowMerger061405#page3.tif source=DowMerger061405#page4.tif source=DowMerger061405#page5.tif source=DowMerger061405#page6.tif source=DowMerger061405#page7.tif source=DowMerger061405#page8.tif source=DowMerger061405#page9.tif source=DowMerger061405#page10.tif source=DowMerger061405#page11.tif source=DowMerger061405#page12.tif source=DowMerger061405#page13.tif</p>	

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "DOW PHARMACEUTICAL SCIENCES, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE FOURTEENTH DAY OF JUNE, A.D. 2005, AT 7:19 O'CLOCK P.M.

CERTIFICATE OF CORRECTION, FILED THE FIFTEENTH DAY OF JUNE, A.D. 2005, AT 10:25 O'CLOCK A.M.

✓ CERTIFICATE OF AGREEMENT OF MERGER, CHANGING ITS NAME FROM "DELAWARE DOW PHARMACEUTICAL SCIENCES, INC." TO "DOW PHARMACEUTICAL SCIENCES, INC.", FILED THE FIFTEENTH DAY OF JUNE, A.D. 2005, AT 10:34 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008, AT 8:46 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008, AT 2:21 O'CLOCK P.M.


CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE

3964697 8100X

100348007



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7909319

DATE: 04-05-10

TRADEMARK  
REEL: 004602 FRAME: 0128

# Delaware

PAGE 2

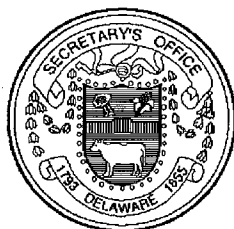
*The First State*


TWENTY-SIXTH DAY OF MARCH, A.D. 2010, AT 3:46 O'CLOCK P.M.

3964697 8100X

100348007

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7909319

DATE: 04-05-10

TRADEMARK  
REEL: 004602 FRAME: 0129

AGREEMENT AND PLAN OF MERGER OF  
DELAWARE DOW PHARMACEUTICAL SCIENCES, INC.,  
A DELAWARE CORPORATION,  
AND  
DOW PHARMACEUTICAL SCIENCES,  
A CALIFORNIA CORPORATION

This Agreement and Plan of Merger dated as of June 14, 2005 (the "Agreement") is between Dow Pharmaceutical Sciences, a California corporation ("Dow Pharmaceutical Sciences"), and Delaware Dow Pharmaceutical Sciences, Inc., a Delaware corporation ("DPS"). DPS and Dow Pharmaceutical Sciences are sometimes referred to in this Agreement as the "Constituent Corporations."

RECITALS

A. DPS is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 34,600,000 shares, 7,200,000 of which are designated "Class A Common Stock," \$0.001 par value, 20,000,000 of which are designated "Class B Common Stock," \$0.001 par value, and 7,400,000 of which are designated "Preferred Stock," \$0.001 par value, all of which are designated as "Series A Preferred Stock." The Class A Common Stock and Class B Common Stock are sometimes referred to herein collectively as "Common Stock." As of June 14, 2005, 100 shares of the Class A Common Stock of DPS were issued and outstanding, all of which are held by Dow Pharmaceutical Sciences, no shares of Class B Common Stock were issued and outstanding and no shares of Preferred Stock were issued and outstanding.

B. Dow Pharmaceutical Sciences is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 5,000,000 shares, all of which are designated "Common Stock," \$0.01 par value. As of June 14, 2005, 977,096 shares of Common Stock were issued and outstanding.

C. The Board of Directors of Dow Pharmaceutical Sciences has determined that, for the purpose of effecting the reincorporation of Dow Pharmaceutical Sciences in the State of Delaware, it is advisable and in the best interests of Dow Pharmaceutical Sciences that Dow Pharmaceutical Sciences merge with and into DPS upon the terms and conditions provided in this Agreement.

D. The respective Boards of Directors of DPS and Dow Pharmaceutical Sciences have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective stockholders and executed by the undersigned officers.

AGREEMENT

In consideration of the mutual agreements and covenants set forth herein, DPS and Dow Pharmaceutical Sciences hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

1. **Merger.**

1.1 **Merger.** In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the California General Corporation Law, Dow Pharmaceutical Sciences shall be merged with and into DPS (the "**Merger**"), the separate existence of Dow Pharmaceutical Sciences shall cease and DPS shall be, and is sometimes referred to below as, the "**Surviving Corporation**," and the name of the Surviving Corporation shall be Dow Pharmaceutical Sciences, Inc.

1.2 **Filing and Effectiveness.** The Merger shall become effective upon completion of the following actions:

(a) Adoption and approval of this Agreement and the Merger by the stockholders of each Constituent Corporation in accordance with the applicable requirements of the Delaware General Corporation Law and the California General Corporation Law;

(b) The satisfaction or waiver of all of the conditions precedent to the consummation of the Merger as specified in this Agreement; and

(c) The filing with the Secretary of State of Delaware of an executed Certificate of Merger or an executed counterpart of this Agreement meeting the requirements of the Delaware General Corporation Law.

The date and time when the Merger becomes effective is referred to in this Agreement as the "**Effective Date of the Merger**."

1.3 **Effect of the Merger.** Upon the Effective Date of the Merger, the separate existence of Dow Pharmaceutical Sciences shall cease and DPS, as the Surviving Corporation, (a) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (b) shall be subject to all actions previously taken by its and Dow Pharmaceutical Sciences' Board of Directors, (c) shall succeed, without other transfer, to all of the assets, rights, powers and property of Dow Pharmaceutical Sciences in the manner more fully set forth in Section 259 of the Delaware General Corporation Law, (d) shall continue to be subject to all of the debts, liabilities and obligations of DPS as constituted immediately prior to the Effective Date of the Merger, and (e) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Dow Pharmaceutical Sciences in the same manner as if DPS 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.

2. **Charter Documents, Directors and Officers**

2.1 **Certificate of Incorporation.** The Certificate of Incorporation of DPS shall be amended to change the name of the Surviving Corporation as set forth in Section 1.1 of this Agreement.

2.2 **Bylaws.** The Bylaws of DPS 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 DPS 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.

3. **Manner of Conversion of Stock**

3.1 **Dow Pharmaceutical Sciences Common Stock.** Upon the Effective Date of the Merger, each one share of Dow Pharmaceutical Sciences Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, be converted into and exchanged for 5.435 fully paid and nonassessable shares of Class A Common Stock, \$0.001 par value, of the Surviving Corporation. No fractional share interests of the Surviving Corporation shall be issued. Any fractional share interests to which a holder would otherwise be entitled shall be aggregated so that no Dow Pharmaceutical Sciences shareholder shall receive cash in an amount greater than the value of one (1) full share of the Common Stock of DPS.

3.2 **Dow Pharmaceutical Sciences Options, Stock Purchase Rights and Convertible Securities.**

(a) Upon the Effective Date of the Merger, the Surviving Corporation shall assume the obligations of Dow Pharmaceutical Sciences under Dow Pharmaceutical Science's 2001 Stock Plan and all other employee benefit plans of Dow Pharmaceutical Sciences. Each outstanding and unexercised option, other right to purchase, or security convertible into, Dow Pharmaceutical Sciences Common 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 Class A Common Stock on the basis of 5.435 shares of the Surviving Corporation's Class A Common Stock for each one share of Dow Pharmaceutical Sciences Common Stock 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 Dow Pharmaceutical Sciences Right at the Effective Date of the Merger. This paragraph 3.2(a) shall not apply to Dow Pharmaceutical Sciences Common Stock. Such Common Stock is subject to paragraph 3.1 hereof.

(b) A number of shares of the Surviving Corporation's Class A Common Stock shall be reserved for issuance upon the exercise or conversion of Rights equal to 5.435 shares of Class A Common Stock for each share of Dow Pharmaceutical Sciences Common 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. In lieu thereof, any fractional share interests to which a holder of an assumed Right 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 Class A Common 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 Dow Pharmaceutical Science's 2001 Stock Plan that are assumed in the Merger, the number of shares of Class A 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.

3.3 **DPS Common Stock.** Upon the Effective Date of the Merger, each share of Class A Common Stock, \$0.001 par value, of DPS issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by DPS, the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.4 **Exchange of Certificates.** After the Effective Date of the Merger, each holder of an outstanding certificate representing shares of Dow Pharmaceutical Sciences Common 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 appropriate class and series of the Surviving Corporation's capital stock into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of Dow Pharmaceutical Sciences capital stock shall be deemed for all purposes to represent the number of whole shares of the appropriate class and series of the Surviving Corporation's capital stock into which such shares of Dow Pharmaceutical Sciences capital stock 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 capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital 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 Dow Pharmaceutical Sciences so converted and given in exchange therefor,



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

If any certificate for shares of 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 the 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.

#### 4. General

4.1 Covenants of DPS. DPS 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 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 DPS of all of the franchise tax liabilities of Dow Pharmaceutical Sciences; and

(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 DPS or by its successors or assigns, there shall be executed and delivered on behalf of Dow Pharmaceutical Sciences 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 DPS the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Dow Pharmaceutical Sciences and otherwise to carry out the purposes of this Agreement, and the officers and directors of DPS are fully authorized in the name and on behalf of Dow Pharmaceutical Sciences 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 Dow Pharmaceutical Sciences or DPS, or both, notwithstanding the approval of this Agreement by the shareholders of Dow Pharmaceutical Sciences or by the sole stockholder of DPS, 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 of shares or series of capital stock of such Constituent Corporation.

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

4.6 **FIRPTA Notification.**

(a) On the Effective Date of the Merger, Dow Pharmaceutical Sciences shall deliver to DPS, as agent for the shareholders of Dow Pharmaceutical Sciences, a properly executed statement (the "Statement") in substantially the form attached hereto as Exhibit A. DPS 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 Dow Pharmaceutical Sciences immediately prior to the Merger. In consequence of the approval of the Merger by the shareholders of Dow Pharmaceutical Sciences, (i) such shareholders shall be considered to have requested that the Statement be delivered to DPS as their agent and (ii) DPS shall be considered to have received a copy of the Statement at the request of the Dow Pharmaceutical Sciences shareholders for purposes of satisfying DPS's obligations under Treasury Regulation Section 1.1445-2(c)(3).

(b) Dow Pharmaceutical Sciences 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).

4.7 **Agreement.** Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 1330 Redwood Way, Petaluma, California 94954 and copies thereof will be furnished to any stockholder of either Constituent Corporation, upon request and without cost.

4.8 **Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law. Each of the parties to this Agreement consents to the exclusive jurisdiction and venue of the courts of the state and federal courts of San Francisco County, California.

4.9 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

The undersigned authorized representatives of the Constituent Corporation have executed and acknowledged this Agreement as of the date first set forth above.

Delaware Dow Pharmaceutical  
Sciences, Inc., a Delaware corporation

/s/ Bhaskar Chaudhuri  
Bhaskar Chaudhuri, Ph.D.,  
President and Chief Executive Officer

Dow Pharmaceutical Sciences, a California  
corporation

/s/ Bhaskar Chaudhuri  
Bhaskar Chaudhuri, Ph.D.,  
President and Chief Executive Officer

**EXHIBIT A - FORM OF FIRPTA CERTIFICATE**

June \_\_, 2005

Assistant Commissioner (International)  
Director, Office of Compliance  
OP:I:C:E:666  
950 L'Enfant Plaza South, S.W.  
COMSAT Building  
Washington, D.C. 20024

NOTICE TO THE INTERNAL REVENUE SERVICE OF DOW PHARMACEUTICAL SCIENCES  
UNITED STATES REAL PROPERTY HOLDING CORPORATION STATUS UNDER TREASURY  
REGULATION 1.897-2(H)(2)

Dear Sir:

1. This Notice is being filed by Dow Pharmaceutical Sciences, a California corporation ("Target"), pursuant to section 1.897-2(h)(2) of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Code").
2. The undersigned, on behalf of Target hereby declares that stock of Target is not a United States real property interest within the meaning of section 897 of the Code because Target is not and has not been a United States real property holding corporation as that term is defined in section 897(c) (2) of the Code during the applicable period specified in section 897(c) (1) (A) (ii) of the Code.
3. Target's United States taxpayer identifying number is: \_\_\_\_\_
4. Target's address is:  
  
1330 Redwood Way  
Petaluma, CA 94954
5. In connection with the acquisition of Target by Delaware Dow Pharmaceutical Sciences, Inc., a Delaware corporation ("Acquiror"), the undersigned provided the attached statement to Acquiror declaring that an interest in Target is not a United States real property interest. The statement was voluntarily provided in response to a request from the transferee, Acquiror under Regulation 1.1445-2(c) (3) (i).  
  
Acquiror's United States taxpayer identifying number is: \_\_\_\_\_
- Acquiror's address is:  
  
1330 Redwood Way  
Petaluma, CA 94954
6. No supplemental statements pursuant to Treasury Regulations section 1.897-2(h)

(5) are required to be filed herewith.

7. Under penalties of perjury the undersigned declares that he has examined this certification, and the attachment hereto, and to the best of his knowledge and belief they are true, correct and complete. The undersigned further declares that he is a responsible officer and that he has authority to sign this document on behalf of Target.

A copy of the statement provided pursuant to Treasury Regulation §§1.897-2(h)(2) and 1.1445-2(c)(3)(i) is attached.

Dow Pharmaceutical Sciences

---

Bhaskar Chaudhuri, Ph.D., President

Delaware Dow Pharmaceutical Sciences, Inc.

A Delaware Corporation

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

Bhaskar Chaudhuri, Ph.D. and Gordon Dow certify that:

1. They are the President and Chief Executive Officer and the Secretary, respectively, of Delaware Dow Pharmaceutical Sciences, Inc., a corporation organized under the laws of the State of Delaware.
2. The corporation has authorized three classes of stock, designated "Class A Common Stock," "Class B Common Stock" and "Preferred Stock," respectively.
3. There are 100 shares of Class A Common Stock outstanding and entitled to vote on the Agreement and Plan of Merger attached hereto (the "Merger Agreement"). There are no shares of Class B Common Stock or Preferred Stock outstanding.
4. The principal terms of the Merger Agreement 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.

Bhaskar Chaudhuri, Ph.D. and Gordon Dow further declare under penalty of perjury under the laws of the States of Delaware and California that each has read the foregoing certificate and knows the contents thereof and that the same is true and correct of each's own knowledge.

Executed in Petaluma, California on June 14, 2005.

/s/ Bhaskar Chaudhuri  
Bhaskar Chaudhuri, Ph.D.,  
President and Chief Executive Officer

/s/ Gordon Dow  
Gordon Dow, Secretary

Dow Pharmaceutical Sciences

A California Corporation

OFFICERS' CERTIFICATE OF APPROVAL OF THE MERGER

Bhaskar Chaudhuri, Ph.D. and Gordon Dow certify that:

1. They are the President and Chief Executive Officer and the Secretary, respectively, of Dow Pharmaceutical Sciences, a corporation organized under the laws of the State of California.
2. The corporation has authorized one class of stock, designated "Common Stock."
3. There were 977,096 shares of Common Stock outstanding as of the record date (the "Record Date") and entitled to vote by written consent of the shareholders whereby the Agreement and Plan of Merger attached hereto (the "Merger Agreement") was approved.
4. The principal terms of the Merger Agreement were approved by the Board of Directors and by the vote of a number of shares of Common Stock which equaled or exceeded the vote required.
5. The percentage vote required was more than 50% of the outstanding shares of Common Stock.

Bhaskar Chaudhuri, Ph.D. and Gordon Dow further declare under penalty of perjury under the laws of the States of California and Delaware that each has read the foregoing certificate and knows the contents thereof and that the same is true and correct of his own knowledge.

Executed in Petaluma, California on June 14, 2005.

/s/ Bhaskar Chaudhuri  
Bhaskar Chaudhuri, Ph.D.,  
President and Chief Executive Officer

/s/ Gordon Dow  
Gordon Dow,  
Secretary