

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ENTITY CONVERSION		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENVISTA, LLC		01/01/2015	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ENVISTA, LLC		
Street Address:	11555 N. Meridian Street		
Internal Address:	Suite 300		
City:	Carmel		
State/Country:	INDIANA		
Postal Code:	46032		
Entity Type:	Limited Liability Company: INDIANA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3375009	MYSHIPINFO	
Registration Number:	3855379	ENVISTA	
Registration Number:	3612229	ENABLING ENTERPRISE EXCELLENCE	
Serial Number:	88401110	ENABLING ENTERPRISE COMMERCE	
CORRESPONDENCE DATA			
Fax Number:	3172369907		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	317-635-8900		
Email:	ptodocket@bgdlegal.com		
Correspondent Name:	Brad R. Maurer		
Address Line 1:	10 West Market Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	122407000032		
NAME OF SUBMITTER:	Brad R. Maurer		
SIGNATURE:	/Brad R. Maurer/		
DATE SIGNED:	11/12/2019		

CH \$115.00 3375009

Total Attachments: 35

source=envistaentity5138800_FilingHistoryDocuments#page1.tif
source=envistaentity5138800_FilingHistoryDocuments#page2.tif
source=envistaentity5138800_FilingHistoryDocuments#page3.tif
source=envistaentity5138800_FilingHistoryDocuments#page4.tif
source=envistaentity5138800_FilingHistoryDocuments#page5.tif
source=envistaentity5138800_FilingHistoryDocuments#page6.tif
source=envistaentity5138800_FilingHistoryDocuments#page7.tif
source=envistaentity5138800_FilingHistoryDocuments#page8.tif
source=envistaentity5138800_FilingHistoryDocuments#page9.tif
source=envistaentity5138800_FilingHistoryDocuments#page10.tif
source=envistaentity5138800_FilingHistoryDocuments#page11.tif
source=envistaentity5138800_FilingHistoryDocuments#page12.tif
source=envistaentity5138800_FilingHistoryDocuments#page13.tif
source=envistaentity5138800_FilingHistoryDocuments#page14.tif
source=envistaentity5138800_FilingHistoryDocuments#page15.tif
source=envistaentity5138800_FilingHistoryDocuments#page16.tif
source=envistaentity5138800_FilingHistoryDocuments#page17.tif
source=envistaentity5138800_FilingHistoryDocuments#page18.tif
source=envistaentity5138800_FilingHistoryDocuments#page19.tif
source=envistaentity5138800_FilingHistoryDocuments#page20.tif
source=envistaentity5138800_FilingHistoryDocuments#page21.tif
source=envistaentity5138800_FilingHistoryDocuments#page22.tif
source=envistaentity5138800_FilingHistoryDocuments#page23.tif
source=envistaentity5138800_FilingHistoryDocuments#page24.tif
source=envistaentity5138800_FilingHistoryDocuments#page25.tif
source=envistaentity5138800_FilingHistoryDocuments#page26.tif
source=envistaentity5138800_FilingHistoryDocuments#page27.tif
source=envistaentity5138800_FilingHistoryDocuments#page28.tif
source=envistaentity5138800_FilingHistoryDocuments#page29.tif
source=envistaentity5138800_FilingHistoryDocuments#page30.tif
source=envistaentity5138800_FilingHistoryDocuments#page31.tif
source=envistaentity5138800_FilingHistoryDocuments#page32.tif
source=envistaentity5138800_FilingHistoryDocuments#page33.tif
source=envistaentity5138800_FilingHistoryDocuments#page34.tif
source=envistaentity5138800_FilingHistoryDocuments#page35.tif

INDIANA SECRETARY OF STATE
RECEIVED

APPROVED
AND
FILED

Cornie Jamon
IND. SECRETARY OF STATE

ARTICLES OF CONVERSION
OF

2015 JUL 13 PM 4:15

ENVISTA, LLC, a

foreign Indiana limited liability company

INTO

ENVISTA, LLC, a

domestic Indiana limited liability company

The undersigned, desiring to convert enVista, LLC, a foreign Indiana limited liability company (the "Non-Surviving Company"), into enVista, LLC, a domestic Indiana limited liability company (the "Surviving Company"), pursuant to the provisions of the Indiana Business Flexibility Act, as amended, executes the following Articles of Conversion.

ARTICLE I
PLAN OF ENTITY CONVERSION

The Plan of Conversion was duly approved by the Members of the Non-Surviving Company in accordance with Ind. Code § 23-1-38.5 et seq. and the Articles of Organization and Operating Agreement of the Non-Surviving Company. A copy of the Plan of Conversion is attached hereto as Exhibit A.

ARTICLE II
NAME AND JURISDICTION OF THE NON-SURVIVING COMPANY

The name of the Non-Surviving Company immediately before filing these Articles of Conversion is **ENVISTA, LLC**, a foreign Indiana limited liability company duly organized and existing under the laws of the State of California.

ARTICLE III
NAME AND JURISDICTION OF THE SURVIVING COMPANY

The name of the Surviving Company immediately after filing these Articles of Conversion is **ENVISTA, LLC**, a domestic Indiana limited liability company duly organized and existing under the laws of the State of Indiana.

ARTICLE IV
REGISTERED OFFICE AND AGENT

The name and address of the registered agent of the Surviving Company is 2700 Market, LLC, located at 10 West Market Street, Suite 2700, Indianapolis, Indiana 46204.

By checking the box, the Signator represents that the registered agent named in the application has consented to the appointment of the registered agent.

ARTICLE V
ARTICLES OF ORGANIZATION

The Articles of Organization of the Surviving Company are attached hereto as Exhibit B.

ARTICLE VI
DISSOLUTION OF SURVIVING COMPANY

The existence of the Surviving Company is perpetual until dissolution.

ARTICLE VII
MANAGEMENT OF SURVIVING COMPANY

The Surviving Company will be managed by a manager or managers.

ARTICLE VIII
MANNER OF ADOPTION AND VOTE

The Conversion was duly authorized by joint written consent of the Members and Managers of the Non-Surviving Company in accordance with the laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, being an officer or other duly authorized representative of the above-stated Surviving Company, hereby executes these Articles of Conversion and verifies, subject to the penalties of perjury, that the statements contained herein are true, as of the 1st day of January, 2015.

“SURVIVING COMPANY”

ENVISTA, LLC, a domestic Indiana limited liability company

By: _____


Jim Barnes, Manager

Exhibit A

“Plan of Conversion”

Attached.

ENVISTA, LLC

Plan of Conversion

This Plan of Conversion (the "Plan") is made effective as of the 1st day of January, 2015 (the "Effective Date"), pursuant to Ind. Code § 23-1-38.5 et seq. and Cal. Corp. Code § 17710.01 et seq., in order to effectuate the conversion of enVista, LLC (the "Company") from a foreign Indiana limited liability company to a domestic Indiana limited liability company.

WITNESSETH:

WHEREAS, the Company is a limited liability company duly organized and existing under the laws of the State of California;

WHEREAS, on July 2, 2012, the Company filed an Application for Certificate of Authority with the Indiana Secretary of State in order to transact business in the State of Indiana as a qualified foreign limited liability company.

WHEREAS, the Company wishes to convert from a foreign Indiana limited liability company to a domestic Indiana limited liability company pursuant to the terms set forth herein; and

WHEREAS, the managers and members of the Company have approved this Plan by Joint Written Consent (the "Consent"), the form of which is attached hereto as Exhibit A.

NOW, THEREFORE, the Company agrees as follows:

ARTICLE I
General

Section 1. Conversion. On the Effective Date, the Company shall convert from a foreign Indiana limited liability company to a domestic Indiana limited liability company pursuant to Ind. Code § 23-1-38.5 et seq. and Cal. Corp. Code § 17710.01 et seq. (such action hereinafter referred to as the "Conversion"). The Conversion shall be pursuant to the provisions of and with the effect provided in the applicable laws of the State of Indiana and the State of California.

Section 2. Name of Surviving Company. The name of the Company immediately following the Conversion shall be enVista, LLC.

Section 3. Filings. The Articles of Conversion (the "Articles"), in the form attached hereto as Exhibit B, together with this Plan shall be filed with the Indiana Secretary of State with a request to issue a Certificate of Conversion (the "Certificate") approving and evidencing the Conversion.

Upon receipt of the Certificate, the California Certificate of Conversion, in the form attached hereto as Exhibit C, shall be filed with the California Secretary of State in order effectuate the Conversion in California.

ARTICLE II

Effect of the Conversion on Membership Interest of the Company

Section 1. Effect of the Company Membership Interest. On the Effective Date, by virtue of the Conversion and without any action on the part of the Company's members, the membership interests in the Company outstanding immediately prior thereto shall be unchanged and shall remain outstanding immediately after consummation of the Conversion.

Section 2. Succession. On the Effective Date, all of the rights, privileges, debts, liabilities, powers and property of the Company as a California limited liability company shall continue to be the rights, privileges, debts, liabilities, powers and property of the Company as an Indiana limited liability company in the manner and as more fully set forth in Ind. Code § 23-1-38.5-8. Without limiting the generality of the foregoing, upon Conversion, all property, rights, privileges and all other things belonging to the Company shall remain vested in the Company without further act or deed. All rights of creditors of the Company and all liens upon any property of the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Company shall continue to be obligations of the Company.

Section 3. Management. The managers and/or officers of the Company immediately prior to the Conversion shall continue as managers and/or officers of the Company following the Effective Date until the expiration of their respective terms and until their successors have been elected and qualified, pursuant to the terms of the Operating Agreement.

ARTICLE III

Post-Conversion

Section 1. Status of the Company. As of the Effective Date of Conversion, the Company shall cease its domestic status in California and its foreign status in Indiana and shall assume domestic status in Indiana without interruption and shall have been organized on the date that the Company was originally organized in the State of California, August 13, 2002. Following the Conversion, the Company shall be governed by the laws of the State of Indiana.

Section 2. California Registration. Upon completion of the Conversion and receipt of a Certificate of Good Standing from the Indiana Secretary of State, the Company shall submit to the California Secretary of State the Application to Register a Foreign Limited Liability Company, in the form attached hereto as Exhibit D (the "Application"), in order to obtain authorization to conduct business in the State of California.

ARTICLE IV

Miscellaneous

Section 1. Further Assurances. The members and/or managers of the Company, as applicable, will cause to be executed any such further and additional documents or instruments as may from time to time reasonably be required for the purpose of consummating or carrying out the Conversion as contemplated by this Plan, including without limitation the Application.

Section 2. Governing Law. The Conversion shall be governed by and construed in accordance with the laws of the State of Indiana and the State of California, as applicable.

Section 3. Modification and Amendment. Any modification or amendment of this Plan shall be in writing and be properly executed by all the parties hereto.

[Remainder of page intentionally left blank]

Indiana Secretary of State
Packet: 2012070500357
Filing Date: 07/13/2015
Effective Date: 07/13/2015

IN WITNESS WHEREOF, the undersigned, on behalf of the Company, has executed this Plan of Conversion as of the Effective Date.

“COMPANY”

ENVISTA, LLC, an Indiana foreign
limited liability Company

By:  _____
Jim Barnes, Manager

Indiana Secretary of State
Packet: 2012070500357
Filing Date: 07/13/2015
Effective Date: 07/13/2015

Exhibit A To the Plan of Conversion

Joint Written Consent

Attached.

ENVISTA LLC

**JOINT UNANIMOUS CONSENT
OF THE MEMBERS AND MANAGERS**

The undersigned, being all of the Managers and Members of enVista LLC, a California limited liability company (the "Company"), hereby consent to the following actions to be taken by the Company in lieu of a special meeting of its Managers and Members:

RESOLVED, that the Company desires to convert from a foreign Indiana limited liability company, duly organized and existing under the laws of the State of California, into a domestic Indiana limited liability company, duly organized and existing under the laws of the State of Indiana (the "Conversion"), and desires to cease its domestic status as a California limited liability company;

RESOLVED, that the Managers and Members hereby approve the Articles of Conversion in the form attached hereto as Exhibit A (the "Articles"), together with any and all documents contemplated therein or thereby;

RESOLVED, that the Managers and Members hereby approve the Plan of Conversion in the form attached hereto as Exhibit B (the "Plan"), together with any and all documents contemplated therein or thereby;

RESOLVED, that Jim Barnes, as a Manager of the Company ("Barnes"), is hereby authorized and directed to execute and file with the Indiana Secretary of State the Articles along with the Plan, in order to effectuate the Conversion in the State of Indiana and to obtain a Certificate of Conversion from the Indiana Secretary of State;

RESOLVED, that upon receipt of the Certificate of Conversion from the Indiana Secretary State, Barnes is hereby authorized and directed to execute and file with the California Secretary of State a Certificate of Conversion from a California limited liability company to a Non-California entity (the "Certificate"), in substantially similar form as that attached hereto as Exhibit C, in order to effectuate the Conversion in the State of California, ceasing the Company's domestic status as a California limited liability company and continuing domestic status in the State of Indiana, without interruption;

RESOLVED, that upon completion of the Conversion and receipt of a Certificate of Good Standing from the Indiana Secretary of State, Barnes shall submit to the California Secretary of State an Application to Register a Foreign Limited Liability Company, in substantially similar form as that attached hereto as Exhibit D, in order to obtain authorization to conduct business in the State of California;


RESOLVED, that any and all prior actions taken by the members, managers, officers or other representatives of the Company in connection with the foregoing resolutions are hereby approved, ratified and confirmed in all respects;

RESOLVED, that this Written Consent may be executed in multiple counterparts and by facsimile, PDF copy or other form of electronic signature, each of which shall be deemed an original, but all of which shall constitute one and the same instrument; and

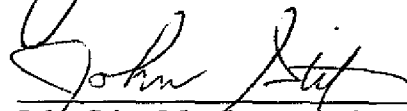
RESOLVED, that this Written Consent shall be in lieu of a special meeting of the Managers and Members of the Company and shall be placed in the records of the Company in lieu of any minutes of any such special meeting.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, being all of the Managers and Members of the Company, have set their hands effective as of the 1st day of January, 2015.



Jim Barnes, Member and Manager



John Stitz, Member and Manager

Davison Schopmeyer, Member



Mike Rader, Member

Ken Mullen, Member

Joel Garcia, Member

Steven Benefield, Member

Indiana Secretary of State
Packet: 2012070500357
Filing Date: 07/13/2015
Effective Date: 07/13/2015

IN WITNESS WHEREOF, the undersigned, being all of the Managers and Members of the Company, have set their hands effective as of the 1st day of January, 2015.

Jim Barnes, Member and Manager

John Stitz, Member and Manager

The Davison / Schopmeyer Living Trust Dated March 23, 2015

Davison Schopmeyer, Member

Mike Rader, Member

Ken Mullen, Member

Joel Garcia, Member

Steven Benefield, Member

Indiana Secretary of State
Packet: 2012070500357
Filing Date: 07/13/2015
Effective Date: 07/13/2015

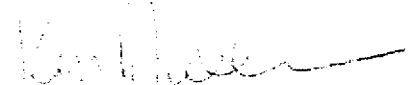
IN WITNESS WHEREOF, the undersigned, being all of the Managers and Members of the Company, have set their hands effective as of the 1st day of January, 2015.

Jim Barnes, Member and Manager

John Stitz, Member and Manager

Davison Schopmeyer, Member

Mike Rader, Member



Ken Mullen, Member

Joel Garcia, Member

Steven Benefield, Member

110

IN WITNESS WHEREOF, the undersigned, being all of the Managers and Members of the Company, have set their hands effective as of the 1st day of January, 2015.

Jim Barnes, Member and Manager

John Stitz, Member and Manager

Davison Schopmeyer, Member

Mike Rader, Member

Ken Mullen, Member



Joel Garcia, Member

Steven Benefield, Member

Indiana Secretary of State

Packet: 2012070500357

Filing Date: 07/13/2015

Effective Date: 07/13/2015

IN WITNESS WHEREOF, the undersigned, being all of the Managers and Members of the Company, have set their hands effective as of the 1st day of January, 2015.

Jim Barnes, Member and Manager

John Stitz, Member and Manager

Davison Schopmeyer, Member

Mike Rader, Member

Ken Mullen, Member

Joel Garcia, Member



Steven Benefield, Member

LLC

15763831

3

Indiana Secretary of State
Packet: 2012070500357
Filing Date: 07/13/2015
Effective Date: 07/13/2015

Exhibit B To the Plan of Conversion

Articles of Conversion

Attached.

ARTICLES OF CONVERSION
OF
ENVISTA, LLC, a
foreign Indiana limited liability company
INTO
ENVISTA, LLC, a
domestic Indiana limited liability company

The undersigned, desiring to convert enVista, LLC, a foreign Indiana limited liability company (the "Non-Surviving Company"), into enVista, LLC, a domestic Indiana limited liability company (the "Surviving Company"), pursuant to the provisions of the Indiana Business Flexibility Act, as amended, executes the following Articles of Conversion.

ARTICLE I
PLAN OF ENTITY CONVERSION

The Plan of Conversion was duly approved by the Members of the Non-Surviving Company in accordance with Ind. Code § 23-1-38.5 *et seq.* and the Articles of Organization and Operating Agreement of the Non-Surviving Company. A copy of the Plan of Conversion is attached hereto as Exhibit A.

ARTICLE II
NAME AND JURISDICTION OF THE NON-SURVIVING COMPANY

The name of the Non-Surviving Company immediately before filing these Articles of Conversion is **ENVISTA, LLC**, a foreign Indiana limited liability company duly organized and existing under the laws of the State of California.

ARTICLE III
NAME AND JURISDICTION OF THE SURVIVING COMPANY

The name of the Surviving Company immediately after filing these Articles of Conversion is **ENVISTA, LLC**, a domestic Indiana limited liability company duly organized and existing under the laws of the State of Indiana.

ARTICLE IV
REGISTERED OFFICE AND AGENT

The name and address of the registered agent of the Surviving Company is 2700 Market, LLC, located at 10 West Market Street, Suite 2700, Indianapolis, Indiana 46204.

By checking the box, the Signator represents that the registered agent named in the application has consented to the appointment of the registered agent.

ARTICLE V
ARTICLES OF ORGANIZATION

The Articles of Organization of the Surviving Company are attached hereto as Exhibit B.

ARTICLE VI
DISSOLUTION OF SURVIVING COMPANY

The existence of the Surviving Company is perpetual until dissolution.

ARTICLE VII
MANAGEMENT OF SURVIVING COMPANY

The Surviving Company will be managed by a manager or managers.

ARTICLE VIII
MANNER OF ADOPTION AND VOTE

The Conversion was duly authorized by joint written consent of the Members and Managers of the Non-Surviving Company in accordance with the laws of the State of California.

[Remainder of page intentionally left blank]

Indiana Secretary of State
Packet: 2012070500357
Filing Date: 07/13/2015
Effective Date: 07/13/2015

Exhibit C To the Plan of Conversion

Form of California Certificate of Conversion

Attached.



**State of California
 Secretary of State**

Certificate of Conversion

CONV-1A

File # _____

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

Converted Entity Information

1. Name of Converted Entity enVista, LLC			
2. Form of Entity limited liability company		3. Jurisdiction State of Indiana	
4. Mailing Address of Chief Executive Office 11711 N. Meridian Street, Suite 415	City Carmel	State IN	Zip Code 46032
5. Street Address of Chief Executive Office - <i>Do not list a P.O. Box</i> 11711 N. Meridian Street, Suite 415	City Carmel	State IN	Zip Code 46032
6. Street Address of the California Office, if any - <i>Do not list a P.O. Box</i> 25909 Pala Suite 140	City Mission Viejo	State CA	Zip Code 92691
7. If the converting entity is a California corporation, limited liability company, limited partnership or general partnership, you must designate an agent for service of process: Item 7a: List the name of an individual or a CA registered corporate agent that agrees to be your agent for service of process. You may not list the converted entity as the agent; Item 7b: If the agent is an individual, list the agent's business or residential street address. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file; and Item 7c: If the converting entity is a California limited liability company, list the mailing address of the converted entity's agent, if different from Item 7b, or if the agent is a CA registered corporate agent.			
a. Name of Agent For Service of Process Bingham, Greenbaum & Doll			
b. If an individual, Street Address of Agent for Service of Process - <i>Do not list a P.O. Box</i>		City	State Zip Code
c. Mailing Address of Agent for Service of Process 2700 Market Tower, 10 West Market Street		City Indianapolis	State Zip Code IN 46204

Converting Entity Information

8. Name of Converting Entity enVista, LLC								
9. Form of Entity limited liability company	10. Jurisdiction California	11. CA Secretary of State File Number, if any 20022270011						
12. The principal terms of the plan of conversion were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required. If a vote was required, the following was required for each class: <table border="0"> <tr> <td><u>The class and number of outstanding interests entitled to vote.</u></td> <td>AND</td> <td><u>The percentage vote required of each class.</u></td> </tr> <tr> <td>Members - 100% outstanding interests entitled to vote</td> <td></td> <td>66 2/3%</td> </tr> </table>			<u>The class and number of outstanding interests entitled to vote.</u>	AND	<u>The percentage vote required of each class.</u>	Members - 100% outstanding interests entitled to vote		66 2/3%
<u>The class and number of outstanding interests entitled to vote.</u>	AND	<u>The percentage vote required of each class.</u>						
Members - 100% outstanding interests entitled to vote		66 2/3%						

Additional Information

13. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made part of this certificate.

14. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge. I declare I am the person who executed this instrument, which execution is my act and deed.

June 1, 2015

Date

Signature of Authorized Person

Jim Barnes Sr. Managing Partner

Type or Print Name and Title of Authorized Person

Signature of Authorized Person

Type or Print Name and Title of Authorized Person

Attachment to Form CONV-1A

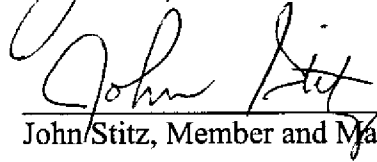
Signatures

The undersigned, being all of the Members and Managers of enVista LLC, a California limited liability company (the "Converting Company"), certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct to such Member's knowledge, and hereby execute this instrument on such Member's own act and deed.

Dated: January 1, 2015

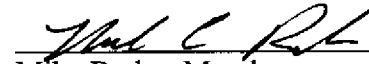


Jim Barnes, Member and Manager



John Stitz, Member and Manager

Davison Schopmeyer, Member



Mike Rader, Member

Ken Mullen, Member

Joel Garcia, Member

Steven Benefield, Member

Attachment to Form CONV-1A

Signatures

The undersigned, being all of the Members and Managers of enVista LLC, a California limited liability company (the "Converting Company"), certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct to such Member's knowledge, and hereby execute this instrument on such Member's own act and deed.

Dated: January 1, 2015

Jim Barnes, Member and Manager

John Stitz, Member and Manager

The Davison Schopmeyer Living Trust Dated March 23, 2015

Davison Schopmeyer, Member

Mike Rader, Member

Ken Mullen, Member

Joel Garcia, Member

Steven Benefield, Member

Attachment to Form CONV-1A

Signatures

The undersigned, being all of the Members and Managers of enVista LLC, a California limited liability company (the "Converting Company"), certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct to such Member's knowledge, and hereby execute this instrument on such Member's own act and deed.


Dated: January 1, 2017

Jim Barnes, Member and Manager

John Stitz, Member and Manager

Davison Schopmeyer, Member

Mike Rader, Member



Ken Mulvan, Member

Joel Garcia, Member

Steven Benefield, Member

Attachment to Form CONV-1A

Signatures

The undersigned, being all of the Members and Managers of enVista LLC, a California limited liability company (the "Converting Company"), certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct to such Member's knowledge, and hereby execute this instrument on such Member's own act and deed.

Dated: January 1, 2015

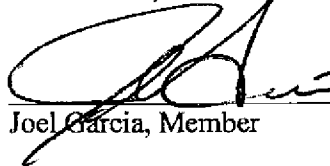
Jim Barnes, Member and Manager

John Stitz, Member and Manager

Davison Schopmeyer, Member

Mike Rader, Member

Ken Mullen, Member



Joel Garcia, Member

Steven Benefield, Member

Attachment to Form CONV-1A

Signatures

The undersigned, being all of the Members and Managers of enVista LLC, a California limited liability company (the "Converting Company"), certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct to such Member's knowledge, and hereby execute this instrument on such Member's own act and deed.

Dated: January 1, 2015

Jim Barnes, Member and Manager

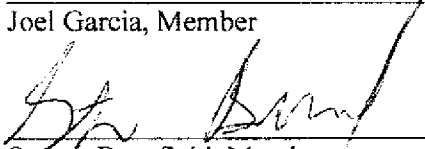
John Stitz, Member and Manager

Davison Schopmeyer, Member

Mike Rader, Member

Ken Mullen, Member

Joel Garcia, Member



Steven Benefield, Member

Indiana Secretary of State
Packet: 2012070500357
Filing Date: 07/13/2015
Effective Date: 07/13/2015

Exhibit D to the Plan of Conversion

**Form of Application to Register a Foreign
Limited Liability Company
Attached.**

LLC-5

Application to Register a Foreign Limited Liability Company (LLC)

Indiana Secretary of State
Packet: 2012070500357
Filing Date: 07/13/2015
Effective Date: 07/13/2015

To register in California an LLC from another state, country or other place, fill out this form, and submit for filing along with:

- A \$70 filing fee, and
- A certificate of good standing, issued within the last six (6) months by the agency where the LLC was formed.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Important! LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

Registered LLCs cannot provide in California "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

This Space For Office Use Only

For questions about this form, go to www.sos.ca.gov/business/be/filing-tips.htm

LLC Name to be used for this LLC in California

- 1 a. enVista, LLC
LLC Name List the LLC name you use now (exactly as listed on your certificate of good standing)
b.
Alternate Name If the LLC name in Item 1a does not comply with California Corporations Code section 17701.08; list an alternate name to be used in California exactly as it is to appear on the records of the California Secretary of State. The alternate name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

LLC History

- 2 a. Date your LLC was formed (MM, DD, YYYY): 08/13/2002
b. State, country or other place where your LLC was formed: California
c. Your LLC currently has powers and privileges to conduct business in the state, country or other place listed above.

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the agent's address for service of process is already on file.)

- 3 a. Mike Coley
Agent's Name
b. 25909 Pala Suite 140 Mission Viejo CA 92691
Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip

If the agent listed above has resigned or cannot be found or served after reasonable attempts, the California Secretary of State will be appointed the agent for service of process for your LLC.

LLC Addresses

- 4 a. 11711 N. Meridian Street, Suite 415 Carmel IN 46032
Street Address of Principal Executive Office - Do not list a P.O. Box City (no abbreviations) State Zip
b.
Street Address of Principal Office in California, if any - Do not list a P.O. Box City (no abbreviations) State Zip
c. 11711 N. Meridian Street, Suite 415 Carmel IN 46032
Mailing Address of Principal Executive Office, if different from 4a or 4b City (no abbreviations) State Zip

Read and sign below:

I am authorized to sign this document under the laws of the state, country or other place where this LLC was formed.

Signature area with handwritten signature and 'Sign here' label.

Jim Barnes
Print your name here

Sr. Managing Partner
Your business title

Make check/money order payable to: Secretary of State
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

By Mail
Secretary of State
Business Entities, P.O. Box 944228
Sacramento, CA 94244-2280

Drop-Off
Secretary of State
1500 11th Street., 3rd Floor
Sacramento, CA 95814

Indiana Secretary of State
Packet: 2012070500357
Filing Date: 07/13/2015
Effective Date: 07/13/2015

Exhibit B to the Articles of Conversion

Articles of Organization

Attached.

**ARTICLES OF ORGANIZATION
OF
ENVISTA, LLC**

Pursuant to the provisions of the Indiana Business Flexibility Act of 1993, as amended (the "Act"), the undersigned organizer hereby forms the limited liability company (the "Company") named below.

**ARTICLE I
NAME**

The name of the limited liability company is enVista, LLC.

**ARTICLE II
REGISTERED AGENT**

The address of the registered office of the Company is 2700 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204, and the name of the Registered Agent at that office is 2700 Market, LLC.

By checking the box, the Signator represents that the registered agent named in the application has consented to the appointment of the registered agent.

**ARTICLE III
PERIOD OF EXISTENCE**

The period of existence of the Company shall be perpetual until dissolved as provided in the Company's Operating Agreement as in effect from time to time (the "Operating Agreement").

**ARTICLE IV
MANAGEMENT**

The Company shall be managed by its managers. The managers shall have such powers, duties, and liabilities as provided in the Act and the Operating Agreement.

**ARTICLE V
INDEMNIFICATION OF MEMBERS, MANAGERS, OFFICERS AND ORGANIZERS**

(a) To the greatest extent not inconsistent with the laws and public policies of Indiana, the Company shall indemnify any member, manager, officer or organizer (any such member, manager, officer or organizer, who is a person, and any responsible officer, partner, shareholder, director or manager of such member, manager, officer or organizer which is an entity, hereinafter

being referred to as the indemnified "individual") made a party to any proceeding because such individual is or was a member, manager, officer or organizer as a matter of right, against all liability incurred by such individual in connection with any proceeding; provided that it shall be determined in the specific case in accordance with paragraph (d) of this Article that indemnification of such individual is permissible in the circumstances because the individual has met the standard of conduct for indemnification set forth in paragraph (c) of this Article. The Company shall pay for or reimburse the reasonable expenses incurred by a member, manager, officer or organizer in connection with any such proceeding in advance of final disposition thereof if (i) the individual furnishes the Company a written affirmation of the individual's good faith belief that he or she has met the standard of conduct for indemnification described in paragraph (c) of this Article, (ii) the individual furnishes the Company a written undertaking, executed personally or on such individual's behalf, to repay the advance if it is ultimately determined that such individual did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph (d) that based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described in subparagraph (a)(ii) above must be a general obligation of the individual, subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a member, manager, officer or organizer who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the individual in connection with the proceeding without the requirement of a determination as set forth in paragraph (c) of this Article. Upon demand by a member, manager, officer or organizer for indemnification or advancement of expenses, as the case may be, the Company shall expeditiously determine whether the member, manager, officer or organizer is entitled thereto in accordance with this Article. The indemnification and advancement of expenses provided for under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

(b) The Company shall have the power, but not the obligation, to indemnify any individual who is or was an employee or agent of the Company to the same extent as if such individual was a member, manager, officer or organizer.

(c) Indemnification of an individual is permissible under this Article only if (i) such individual conducted himself or herself in good faith, (ii) such individual reasonably believed that his or her conduct was in or at least not opposed to the Company's best interest, and (iii) in the case of any criminal proceeding, such individual had no reasonable cause to believe his or her conduct was unlawful. Indemnification is not permissible against liability to the extent such liability is the result of willful misconduct or recklessness, or any improperly obtained financial or other benefit to which the individual was not legally entitled. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the individual did not meet the standard of conduct described in this paragraph (c).

(d) A determination as to whether indemnification or advancement of expenses is

permissible shall be made by any one of the following procedures:

- (i) By a majority vote of the managers not parties to the proceeding;
- (ii) If all of the managers are parties to the proceeding, then by a majority vote of the members not parties to the proceeding;
- (iii) If all of the managers and all of the members are parties to the proceeding, then by a majority vote of the managers; or
- (iv) By special legal counsel selected by the managers or members in the manner prescribed in subparagraph (d)(i), (d)(ii), or (d)(iii) above.

(e) A member, manager, officer or organizer of the Company who is a party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

- (i) In a proceeding in which a member, manager, officer or organizer is wholly successful, on the merits or otherwise, that member, manager, officer or organizer is entitled to indemnification under this Article, in which case the court shall order the Company to pay the individual his or her reasonable expenses incurred to obtain such court ordered indemnification; or
- (ii) The individual is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the individual met the standard of conduct set forth in paragraph (c) of this Article.

(f) Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his or her conduct to be in the interests of the participants in and beneficiaries of the plan.

(g) Nothing contained in this Article shall limit or preclude the exercise, or be deemed exclusive of, any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was a member, manager, officer or organizer of the Company or is or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance expenses to any individual. It is the intent of this Article to provide indemnification to members or organizers to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article. If indemnification is

permitted under this Article, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted, including without limitation negligence, breach of duty, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

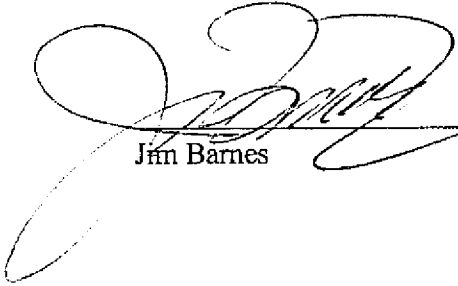
- (h) For purposes of this Article:
- (i) The term “expenses” includes all direct and indirect costs (including without limitation counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursement or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.
 - (ii) The term “liability” means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.
 - (iii) The term “party” includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.
 - (iv) The term “proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.
 - (v) The Company may purchase and maintain insurance for its benefit, the benefit of any individual who is entitled to indemnification under this Article, or both, against any liability asserted against or incurred by such individual in any capacity or arising out of such individual service with the Company, whether or not the Company would have the power to indemnify such individual against such liability.

[The remainder of this page was intentionally left blank.]

Indiana Secretary of State
Packet: 2012070500357
Filing Date: 07/13/2015
Effective Date: 07/13/2015

IN WITNESS WHEREOF, the undersigned executes these Articles of Organization and verifies, subject to penalties of perjury, that the statements contained herein are true, this 1st day of January, 2015.

“ORGANIZER”



Jim Barnes

Indiana Secretary of State
Packet: 2012070500357
Filing Date: 07/13/2015
Effective Date: 07/13/2015

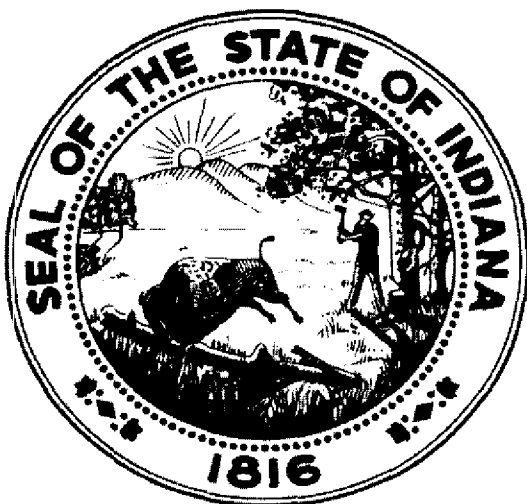
State of Indiana
Office of the Secretary of State

CERTIFICATE OF CONVERSION
of
ENVISTA, LLC

I, CONNIE LAWSON, Secretary of State of Indiana, hereby certify that Articles of Conversion of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, July 13, 2015.

In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 13, 2015.



Connie Lawson

CONNIE LAWSON,
SECRETARY OF STATE

2012070500357 / 2015071558569