

08-31-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Clear Medical I, L.L.C.

08/29/01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Washington limited liability company

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: ClearMedical, Inc.

Internal Address:

Street Address: 1776 136th Place N.E.

City: Bellevue State: WA Zip: 98005

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Washington, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: July 31, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/814087

B. Trademark Registration No.(s)

2295940; 2295739

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Scott Gary

Internal Address:

Street Address: Karr Tuttle Campbell 1201 Third Avenue, Suite 2900

City: Seattle State: WA Zip: 98101

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

n/a

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

J. Scott Gary Name of Person Signing

J. Scott Gary Signature

08/27/01 Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

STATE of WASHINGTON



SECRETARY of STATE

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal,

hereby certify by this certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

CLEARMEDICAL, INC.

Merging CLEAR MEDICAL I, L.L.C. into CLEARMEDICAL, INC.

as filed in this office on July 31, 2000.



Date: August 2, 2001

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

LK 
Sam Reed, Secretary of State

200-001

TRADEMARK

REEL: 002359 FRAME: 0550

STATE of WASHINGTON



SECRETARY of STATE

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

ARTICLES OF MERGER

to

CLEARMEDICAL, INC.

a Washington Profit corporation,

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

Merging CLEAR MEDICAL I, L.L.C. into CLEARMEDICAL, INC.

UBI Number: 602 055 216

Date: July 31, 2000



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

A handwritten signature in black ink, appearing to read "Ralph Munro".

Ralph Munro, Secretary of State
2-930890-5

TRADEMARK

REEL: 002359 FRAME: 0551

14-1437.0
2000

FILED
STATE OF WASHINGTON

JUL 31 2000

RALPH MUNRO
SECRETARY OF STATE

ARTICLES OF MERGER
of
ClearMedical, Inc.

Pursuant to the provisions for merger contained in RCW 23B.11 of the Washington Business Corporation Act and RCW 25.15 of the Washington Limited Liability Company Act, the undersigned officer of **ClearMedical, Inc.**, a Washington corporation, **the surviving entity of the merger**, executes and files these Articles of Merger for the purpose of merging **Clear Medical I, L.L.C.**, a Washington limited liability company (the "LLC"), with and into **ClearMedical, Inc.** (the "Corporation").

ARTICLE I
PLAN OF MERGER

A copy of the Plan of Merger which was approved and adopted by the shareholders of the Corporation and the members of the LLC is attached hereto as Exhibit A.

ARTICLE II
MEMBER AND SHAREHOLDER APPROVAL

The Plan of Merger was duly approved and adopted by the shareholders of the Corporation in accordance with RCW 23B.11.030 of the Washington Business Corporation Act and by the members of the LLC in accordance with RCW 25.15.400 of the Washington Limited Liability Company Act.

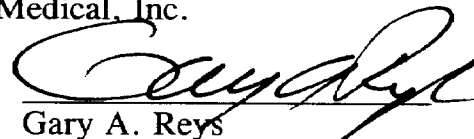
ARTICLE III
EFFECTIVE DATE

The merger shall be effective upon filing.

DATED: July 31, 2000

ClearMedical, Inc.

By:



Gary A. Reys
Its President and
Chief Executive Officer

14-1437.0
2000
JUL 31 2000
R. MUNRO
SECRETARY OF STATE

PLAN OF MERGER

**Clear Medical I, L.L.C.,
with and into
ClearMedical, Inc.**

THIS PLAN OF MERGER (the "Plan") is entered into as of July 31, 2000, between **Clear Medical I, L.L.C.**, a Washington limited liability company (the "LLC") and **ClearMedical, Inc.**, a Washington corporation (the "Corporation"). The LLC and the Corporation are sometimes referred to in this Plan as the "Merging Entities."

RECITALS

A. The LLC is a limited liability company organized and existing under the laws of the State of Washington.

B. The Corporation is a corporation organized and existing under the laws of the State of Washington.

C. The LLC and the Corporation have deemed it advisable and in the best interests of the LLC and the Corporation, respectively, and their respective members and shareholders, that pursuant to a transaction authorized by the laws of the State of Washington, the LLC be merged with and into the Corporation (the "Merger") with the Corporation being the survivor of the Merger and that Articles of Merger reflecting the Merger be filed with the Washington Secretary of State.

ACCORDINGLY, the parties agree as follows:

1. **MERGER; EFFECTIVENESS.** The LLC shall be merged with and into the Corporation, and the separate existence of the LLC shall cease. The Corporation as the surviving entity (sometimes referred to in this Plan as the "Survivor") shall continue its existence under the laws of the State of Washington, and upon and after the Merger the Corporation shall possess all the rights, privileges, immunities, powers, liabilities and obligations, whether of a public or private nature, of each of the Merging Entities, all with the effect set forth in RCW 23B.11.100 of the Washington Business Corporation Act and RCW 25.15.410 of the Washington Limited Liability Company Act. Without limiting the foregoing:

1.1. All of the right, title and interest of each of the Merging Entities in and to its assets, properties, claims, rights and interests of every kind, nature and description, whether tangible or intangible, real, personal or mixed, contingent or fixed, and shall be taken and deemed to be vested in the Survivor without reversion or impairment and without any further instrument of transfer, conveyance or assignment or the undertaking or performance of any further act or deed;

1.2. All contracts, instruments, deeds, agreements, purchase orders, leases, licenses, permits, and authorizations affecting or relating to each Merging Entity shall continue unimpaired as affecting or relating to the Survivor;

1.3. All debts, liabilities and obligations of either Merging Entity, whether known or unknown, fixed or contingent, shall become the debts, liabilities and obligations of the Survivor; and

1.4. The effective date of the Merger shall be the date on which Articles of Merger are filed with the Washington Secretary of State (the "Effective Date").

2. **ARTICLES OF INCORPORATION.** The Articles of Incorporation of the Corporation in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Survivor until the same shall be further altered, amended or repealed.

3. **BYLAWS.** The Bylaws of the Corporation in effect immediately prior to the Effective Date shall be the Bylaws of the Survivor until the same shall be further altered, amended or repealed, as provided in such Bylaws.

4. **DIRECTORS AND OFFICERS.** At the Effective Date, the directors and officers of the Corporation shall continue to serve in such capacities.

5. **CONVERSION OF OWNERSHIP INTERESTS.**

5.1. **The Corporation.** On the Effective Date, by virtue of the Merger and without any action on the part of the Corporation or its officers, directors or shareholder, all issued and outstanding units of ownership interest (the "Units") of the LLC shall be deemed to be automatically exchanged for shares of stock of the Corporation as follows:

(a) all Units of the LLC held by F. Richard Radford immediately prior to the Effective Date shall be automatically exchanged for 1,800,825 shares of Common Stock of the Corporation and 9,625,000 shares of Series A Preferred Stock in the Corporation;

(b) all Units of the LLC held by Jeffrey K. Lown immediately prior to the Effective Date shall be automatically exchanged for 897,269 shares of Common Stock of the Corporation; and

(c) all Units of the LLC held by Wayne Willich immediately prior to the Effective Date shall be automatically exchanged for 897,269 shares of Common Stock of the Corporation.

5.2. **The LLC.** On the Effective Date, by virtue of the Merger and without any action on the part of the members or the managing member of the LLC, each outstanding

Unit in the LLC shall be converted into shares of the stock of the Corporation in accordance with Section 5.1 above.

6. **RIGHTS, DUTIES, POWERS, LIABILITIES, ETC.** On the Effective Date, the separate existence of the LLC shall cease, and the LLC shall be merged in accordance with the provisions of this Plan with and into the Survivor, which shall possess all the properties and assets, and all the rights, privileges, powers, immunities and franchises, of whatever nature and description, and shall be subject to all restrictions, disabilities, duties, obligations and liabilities of each of the Merging Entities; and all such things shall be taken and deemed to be transferred to and vested in the Survivor without further act or deed; and the title to any real estate or other property, or any interest in such property, vested by deed or otherwise in either of the Merging Entities, shall be vested in the Survivor without reversion or impairment. Any claim existing, or action or proceeding, whether civil, criminal or administrative, pending by or against either Merging Entity, may be prosecuted to judgment or decree as if the Merger had not taken place, and the Survivor may be substituted in any such action or proceeding.

7. **TERMINATION.** This Plan may be terminated for any reason at any time before the filing of Articles of Merger with the Washington Secretary of State (whether before or after approval by the members and shareholder of the Merging Entities, or either of them) by vote of the members of the LLC or the Board of Directors of the Corporation.

8. **AMENDMENT.** This Plan may, to the extent permitted by law, be amended, supplemented or interpreted at any time by action taken by the members of the LLC in accordance with its Operating Agreement or by the Board of Directors of the Corporation; *provided, however,* that this Plan may not be amended or supplemented after having been approved by the members of the LLC and the shareholders of the Corporation except by a vote or consent of such members and shareholder in accordance with applicable law.

9. **IMPLEMENTATION.**

9.1. **Member and Shareholder Approval.** Each of the Merging Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the State of Washington to consummate and make effective the Merger.

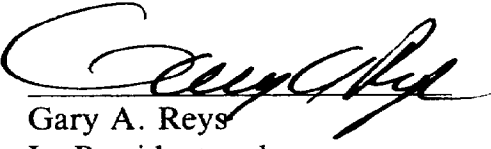
9.2. **Articles of Merger.** After approval, the proper officers of the Survivor shall cause to be prepared, and shall execute and cause to be filed with the Washington Secretary of State, Articles of Merger in the form contemplated by RCW 23B.11.090 of the Washington Business Corporation Act to effect and implement the Merger of the Merging Entities as adopted by this Plan.

9.3. **Further Acts.** If at any time the Survivor shall consider or be advised that any further assignment or assurance in law is necessary or desirable to evidence the succession to and vesting in the Survivor of the title to any property of the Merging Entities, or the exercise and enjoyment of rights, privileges, powers, immunities and franchises of the


Merging Entities, the proper officers and directors of the Survivor shall execute, deliver and, where required, file such further instruments and assurances in law and do all things necessary or proper thus to vest such property or rights in the Survivor, and otherwise to carry out the purposes of this Plan of Merger.

DATED as of the date set forth above.

ClearMedical, Inc.
a Washington Corporation

By: 
Gary A. Reys
Its President and
Chief Executive Officer

Clear Medical I, L.L.C.
a Washington Limited Liability Company

By: 
F. Richard Radford
Its Manager