

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/31/2002		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	NanoPore, Incorporated		10/31/2002
			Entity Type
			CORPORATION: NEW MEXICO
RECEIVING PARTY DATA			
Name:	NanoPore, Incorporated		
Street Address:	2525 Alamo Avenue SE		
City:	Albuquerque		
State/Country:	NEW MEXICO		
Postal Code:	87106		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2971189	NANOCOOL
CORRESPONDENCE DATA			
Fax Number:	(303)770-0152		
Phone:	303-770-0051		
Email:	ptomail@mflaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Marsh Fischmann & Breyfogle LLP		
Address Line 1:	8055 E. Tufts Avenue		
Address Line 2:	Suite 450		
Address Line 4:	Denver, COLORADO 80237		
ATTORNEY DOCKET NUMBER:	50001-00008		
NAME OF SUBMITTER:	David F. Dockery		

OP \$40.00 2971189

Signature:	/David F. Dockery, Reg. No. 34,323/
Date:	02/21/2012
Total Attachments: 16 source=Certificate-Merger-NanoporeNM-NanoporeNV#page1.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page2.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page3.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page4.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page5.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page6.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page7.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page8.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page9.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page10.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page11.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page12.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page13.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page14.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page15.tif source=Certificate-Merger-NanoporeNM-NanoporeNV#page16.tif	



OFFICE OF THE
PUBLIC REGULATION COMMISSION

CERTIFICATE OF MERGER

OF

NANOPORE INCORPORATED

3251709

The Public Regulation Commission certifies that the Articles of Merger attached hereto, duly signed and verified pursuant to the provisions of the:

BUSINESS CORPORATION ACT

(53-11-1 to 53-18-12 NMSA 1978)

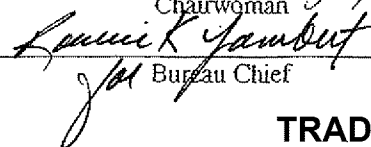
have been received and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law the Public Regulation Commission issues this Certificate of Merger and attaches hereto a duplicate of the Articles of Merger.

Dated: OCTOBER 31, 2002

In testimony whereof, the Public Regulation of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to affixed at the City of Santa Fe.

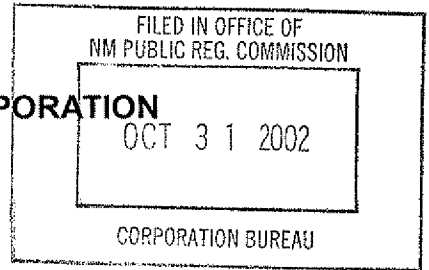

Chairwoman


Bureau Chief

TRADEMARK

REEL: 004720 FRAME: 0669

NANOPORE, INCORPORATED, A NEW MEXICO CORPORATION
NMSCC NUMBER 1639251



ARTICLES OF MERGER

NanoPore, Incorporated, a New Mexico corporation, NMSCC No. 1639251 ("NanoPore NM") effective as of midnight October 31, 2002, is merged into NanoPore, Incorporated, a Nevada corporation ("NanoPore NV"), as follows:

1. **Plan of Merger.** The Plan of Merger ("Plan") is attached hereto as **Exhibit A** and incorporated herein by reference.

2. **Shares Outstanding.**

a. **NanoPore NM.** The number of shares outstanding for NanoPore NM is Ninety Thousand (90,000) shares of common stock. There are no classes of common stock.

b. **NanoPore NV.** The number of shares outstanding for NanoPore NV is One Thousand (1,000) shares of common stock. There are no classes of common stock.

3. **Shares Voted for Approval of Plan.**

a. **NanoPore NM.** The number of shares of NanoPore NM which were voted FOR the Plan was eighty thousand (80,000) (89% in favor).

No shares were voted against the Plan.

b. **NanoPore NV.** The number of shares of NanoPore NV which were voted FOR the Plan was One Thousand (1,000) shares (100% in favor).

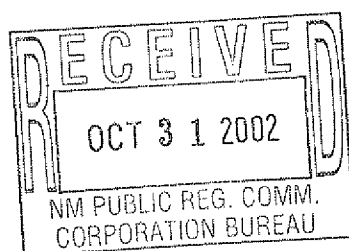
No shares were voted against the Plan.

4. **Approval of NanoPore NV.** The adoption of the Plan and the performance of its terms were duly approved by the unanimous (100%) vote of the Shareholders and the Directors of NanoPore NV, as required by Nevada corporate law.

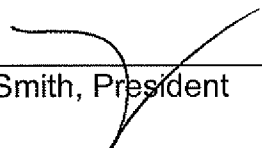
IN WITNESS WHEREOF, NanoPore NM and NanoPore NV sign these Articles of Merger, and through their respective authorized officers, as follows:

NANOPORE, INCORPORATED
a New Mexico corporation

By _____
Douglas Smith, President




NANOPORE, INCORPORATED
a Nevada corporation

By 
Douglas Smith, President

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 30th day of October, 2002, by Douglas Smith, President, of NanoPore, Incorporated, a New Mexico Corporation, on behalf of said corporation.


Notary Public

My Commission Expires:

07/28/04



OFFICIAL SEAL
R.K. BARLOW
NOTARY PUBLIC
STATE OF NEW MEXICO
My commission expires: 7/28/04

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

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AGREEMENT AND PLAN OF MERGER

between

NANOPORE, INC.,
a New Mexico corporation

with and into

NANOPORE, INC.,
a Nevada corporation

EXHIBIT

A

tabbles®

TRADEMARK

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**NanoPore, Incorporated, a New Mexico corporation,
Merger with and Into
NanoPore, Incorporated, a Nevada corporation**

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement"), dated effective as of midnight October 31, 2002 ("Effective Date"), between and among NanoPore, Incorporated, a New Mexico corporation ("NP/NM"), and NanoPore, Incorporated, a Nevada corporation ("NP/NV").

WHEREAS, the board of directors of the NP/NM, as well as the shareholders of NP/NM deem advisable for the general welfare of NP/NM and its shareholders that NP/NM merge with and into NP/NV, pursuant to this Agreement and the applicable state laws; and

WHEREAS NP/NM desires to adopt this Agreement as a Plan of Reorganization and to consummate the merger in accordance with the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, NP/NM Corporation agrees that NP/NM shall be merged with and into NP/NV as the surviving corporation in accordance with the applicable laws of the State of New Mexico and the State of Nevada, that the name of the surviving corporation shall continue to be NanoPore, Incorporated (which, in its capacity as the surviving corporation governed by the laws of the State of Nevada is hereinafter called the "Surviving Corporation"), and that the terms and conditions of the merger and the mode of carrying it into effect shall be as follows:

**SECTION 1
EFFECTIVE DATE**

Subject to the termination provisions in this Agreement, the merger and consolidation provided for in this Agreement shall become effective as of the Effective Date after the completion of the following:

- (1) Adoption of this Agreement by the shareholders of NP/NM and NP/NV pursuant to the Business Corporation Act of the State of New Mexico and the State of Nevada; and
- (2) Execution and filing of the Articles of Merger required by the Business Corporation Act of the State of New Mexico and of the State of Nevada.

**SECTION 2
GOVERNING LAW**

The Surviving Corporation shall be governed by the laws of the State of Nevada.

SECTION 3
ARTICLES OF INCORPORATION

The Articles of Incorporation of NP/NV shall be the Articles of Incorporation of the Surviving Corporation, subject to the right of the Surviving Corporation to amend its Articles of Incorporation in accordance with the laws of the State of Nevada.

SECTION 4
BYLAWS

The Bylaws of the Surviving Corporation shall be the Bylaws of NP/NV as in effect on the date of this Agreement.

SECTION 5
MANNER OF CONVERTING SHARES

5.1 **Conversion of Stock of NP/NM.** The mode of carrying the merger into effect and the manner and basis of converting the shares of NP/NM into shares of the Surviving Corporation are as follows: all of the issued and outstanding stock of NP/NM ("NP/NM Stock"), which is issued and outstanding on the Effective Date, shall, by virtue of the merger, and without any action on the part of the holder thereof, be converted into an equal number of shares of Common Stock, without par value, of NP/NV. Therefore, immediately after the merger, each holder of shares of NP/NV shall have the same percentage ownership in NP/NV as he or she held in NP/NM: namely, Douglas Smith shall have 66.67% of the stock of NP/NV, Suzanne Stern shall have 22.22% of the stock in NP/NV, and Duen-Wu Hua shall have 11.11% of the stock in NP/NV.

5.2 **Exchange of Certificates of NP/NM.** As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing shares of NP/NM Stock shall surrender the same to the Surviving Corporation and shall receive in exchange a certificate or certificates representing an equal number of shares of NP/NV Common Stock into which the shares of NP/NM Stock represented by the certificate or certificates so surrendered shall have been converted.

SECTION 6
BOARD OF DIRECTORS AND OFFICERS

Until the election and qualification of their successors, the members of the board of directors of the Surviving Corporation shall be Douglas Smith and Suzanne Stern. The elected officers of the Surviving Corporation, who shall continue in office at the pleasure of the board of directors of the Surviving Corporation, shall be Douglas Smith, President and Chief Executive Officer, and Suzanne Stern, Secretary/Treasurer.

SECTION 7
EFFECT OF THE MERGER

On the Effective Date, the separate existence of NP/NM shall cease (except insofar as continued by statute until formal filing with the State of New Mexico of dissolution), and it shall be merged with and into NP/NV. All the property, real, personal, and mixed, of NP/NM, and all debts due to it shall be transferred to and vested in NP/NV, without further act or deed. In addition, NP/NV, without further act or deed, shall be responsible and liable for all the liabilities and obligations of NP/NM, and any claim or judgment against NP/NM may be enforced against NP/NV.

SECTION 8
APPROVAL OF SHAREHOLDERS

This Agreement shall be submitted to the shareholders of the Constituent Corporation as provided by the applicable laws of the State of New Mexico and the State of Nevada at meetings called for that purpose. There shall be required for the adoption of this Agreement: (1) as to NP/NV, the affirmative vote of the holders of at least fifty-one percent (51%) of all the shares of NP/NM Stock issued and outstanding and entitled to vote; and (2) as to NP/NV, the affirmative vote of the holders of at least fifty-one percent (51%) of all the shares of NP/NV Common Stock issued and outstanding and entitled to vote.

SECTION 9
REPRESENTATIONS AND WARRANTIES OF NP/NM

NP/NM represents and warrants that:

9.1 **Corporate Organization and Good Standing.** NP/NM is a corporation duly organized, validly existing, and in good standing under the laws of the State of New Mexico, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

9.2 **Capitalization.** The NP/NM Stock, issued and outstanding, is fully paid and nonassessable. There are no options, warrants, or rights outstanding to purchase from NP/NM any shares of NP/NM Stock.

9.3 **Subsidiaries.** NP/NM has no subsidiaries.

9.4 **Financial Statements.** NP/NM's most recent balance sheets, and the related statements of income and retained earnings for the years then ended, fairly present the financial condition of NP/NM as of the dates thereon and the results of its operations for the periods then ended, in conformity with generally accepted accounting principles consistently applied for the periods covered.

9.5 **Absence of Undisclosed Liabilities.** Except to the extent reflected or reserved against in NP/NM's Financial Statements, NP/NM will not have on the Effective Date any liabilities or obligations (secured, unsecured, contingent, or otherwise) of a nature customarily reflected in a corporate balance sheet prepared in accordance with generally accepted accounting principles.

9.6 **Absence of Certain Changes.** On the Effective Date there will be no material adverse change in the business, properties, or financial condition of NP/NM since the latest dated copy of NP/NM's Financial Statements.

9.7 **Litigation, and So Forth.** On the Effective Date there will be no litigation, proceeding, or investigation pending or, to the knowledge of NP/NM, threatened against NP/NM which if successful might result in a material adverse change in the business, properties, or financial condition of NP/NM or which questions the validity or legality of this Agreement or of any action taken or to be taken by NP/NM in connection with this Agreement.

9.8 **Contracts.** On the Effective Date NP/NM will not be a party to any material contract not in the ordinary course of business which is to be performed in whole or in part at or after the date of this Agreement.

9.9 **Title.** On the Effective Date, NP/NM has good and marketable title to all the real property and good and valid title to all other property included in the latest dated copy of NP/NM's Financial Statements, other than property disposed of in the ordinary course of business after said date. On the Effective Date the properties of NP/NM are not subject to any mortgage, encumbrance, or lien of any kind except minor encumbrances which do not materially interfere with the use of the property in the conduct of the business of NP/NM.

9.10 **Tax Returns.** The federal income tax returns of NP/NM have been submitted to the Internal Revenue Service for all years up to, and including the end of NP/NM's most recent fiscal year. The provisions for federal and state taxes reflected in the financial statements referred to in Section 9.4 hereof are adequate to cover any such taxes which may be assessed against NP/NM in respect of its business and its operations during the periods covered by said financial statements, all prior periods, and the period ending on the Effective Date.

9.11 **No Violation.** Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of NP/NM is subject or by which NP/NM is bound, except for breaches or defaults which in the aggregate would not have a materially adverse effect on NP/NM's properties, business operations or financial condition.

9.12 **Authorization.** Execution of this Agreement has been duly authorized and approved by NP/NM's board of directors.

SECTION 10
REPRESENTATIONS AND WARRANTIES OF NP/NV

NP/NV represents and warrants that:

10.1 **Corporate Organization and Good Standing.** NP/NV is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, and is qualified to do business as a foreign corporation in each jurisdiction, if any, in which its property or business requires such qualification.

10.2 **Capitalization.** The NP/NV Stock, issued and outstanding, is fully paid and nonassessable. There are no options, warrants, or rights outstanding to purchase shares from NP/NV of NP/NV Stock.

10.3 **Subsidiaries.** NP/NV has no subsidiaries.

10.4 **Financial Statements.** NP/NV being currently a shell corporation has no balance sheets, or the related statements of income and retained earnings.

10.5 **Absence of Undisclosed Liabilities.** NP/NV will not have on the Effective Date any liabilities or obligations (secured, unsecured, contingent, or otherwise) of a nature customarily reflected in a corporate balance sheet prepared in accordance with generally accepted accounting principles.

10.6 **Absence of Certain Changes.** On the Effective Date there will have been no material adverse change in the business, properties, or financial condition of NP/NV.

10.7 **Litigation, and So Forth.** On the Effective Date there will be no litigation, proceeding, or investigation pending or, to the knowledge of NP/NV, threatened against NP/NV which if successful might result in a material adverse change in the business, properties, or financial condition of NP/NV or which questions the validity or legality of this Agreement or of any action taken or to be taken by NP/NV in connection with this Agreement.

10.8 **Contracts.** On the Effective Date NP/NV will not be a party to any material contract not in the ordinary course of business which is to be performed in whole or in part at or after the date of this Agreement.

10.9 **Title.** On the Effective Date, NP/NV shall not then own any real property.

10.10 **Tax Returns.** NP/NV being a new corporation, it shall, on the Effective Date, not have filed any federal income tax returns.

10.11 **No Violation.** Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of NP/NV is subject or by which NP/NV is bound, except for breaches or defaults which in the aggregate would not have a materially adverse effect on NP/NV's properties, business operations or financial condition.

10.12 **Authorization.** Execution of this Agreement has been duly authorized and approved by NP/NV's board of directors.

SECTION 12 TERMINATION

12.1 **Circumstances of Termination.** This Agreement may be terminated (notwithstanding approval by the shareholders of a party hereto): by the written decision, made at any time prior to the Effective Date and made in their respective sole discretion, of the board of directors of either NP/NM or NP/NV.

12.2 **Effect of Termination.** In the event of a termination of this Agreement pursuant to Section 13.1 hereof, this Agreement and the proposed merger shall be null and void, each party shall return to the status quo ante, each party shall pay the costs and expenses incurred by it in connection with this Agreement, and no party (or any of its officers, directors, and shareholders) shall be liable to any other party (or any of its officers, directors, and shareholders) for any costs, expenses, damage, or loss whatsoever.

SECTION 13 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties set out in Sections 9 and 10 hereof shall survive the Effective Date.

SECTION 14 GENERAL PROVISIONS

14.1 **Further Assurances.** At any time, and from time, after the Effective Date, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any property transferred hereunder or otherwise to carry out the intent and purposes of this Agreement.

14.2 **Waiver**. Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

14.5 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

14.6 **Headings**. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

14.7 **Governing Law**. This Agreement with respect to each corporation shall be governed by and construed and enforced in accordance with the laws of the state of incorporation of that Corporation.

14.8 **Assignment**. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that any assignment by any party of its rights under this Agreement without the written consent of the other parties shall be void.

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

14.10 **Other General Provisions**. This Agreement may not be modified or amended except by a writing signed by the parties. The terms and conditions of this Agreement shall survive the Effective Date. If any term or condition of this Agreement is determined by a court of law in a final decision to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect but shall be construed to give effect to the court's decision. No waiver of any term or condition of this Agreement shall be effective unless in writing and signed by the parties, and any waiver shall be limited solely to the circumstances to which it applied and shall not imply any future waiver, or any waiver of any term or condition of this Agreement. In any legal action to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees (as well as all other reasonable costs and expenses) of said legal action. The fact that one of the parties, and/or that party's attorney(s), may have drafted this Agreement shall not be used for or against that party in the interpretation, construction, and/or enforcement of this Agreement. Each of the parties represents that said party is entering into this Agreement and will carry out its terms and conditions in commercial good faith.

NanoPore, Incorporated,
a New Mexico corporation

By [Signature]
Douglas Smith, President

NanoPore, Incorporated,
a Nevada corporation

By [Signature]
Douglas Smith, President

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 21st day of August, 2002, by Douglas Smith, President, of NanoPore, Incorporated, a New Mexico corporation, for and on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:
7.28.2004



OFFICIAL SEAL
R.K. BARLOW
NOTARY PUBLIC
STATE OF NEW MEXICO
My commission expires: 7/28/04

STATE OF NEW MEXICO)
)ss.
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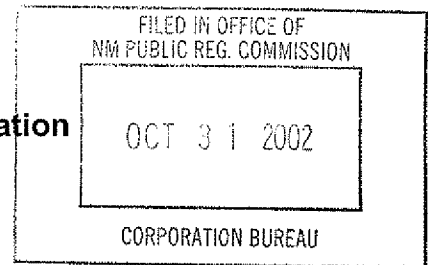
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NanoPore, Incorporated, a Nevada corporation
AGREEMENT



NanoPore, Incorporated, a Nevada corporation ("NanoPore NV"), the surviving corporation after the merger into it of NanoPore, Incorporated, a New Mexico corporation ("NanoPore NM"), NMSCC No. 1639251, hereby irrevocably and unqualifiedly AGREES with the Public Regulation Commission of the State of New Mexico:

1. **Service of Process.** NanoPore NV may be served with process in New Mexico (a) in any proceeding for enforcement of any obligation of NanoPore NM (which was merged into NanoPore NV) and (b) may be served with process in any proceeding for the enforcement of the rights of a dissenting shareholder of NanoPore NM (which was merged into NanoPore NV) against NanoPore NV, the surviving corporation.

2. **Agent for Service of Process.** NanoPore NV hereby irrevocably appoints the Secretary of State for New Mexico as its agent to accept service of process in any proceeding described in paragraph (1), above.**

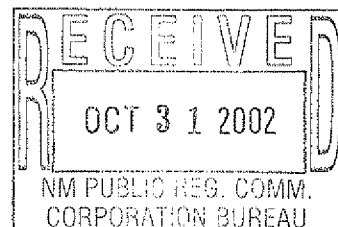
3. **Prompt Payment to Dissenting Shareholders.** NanoPore NV will promptly pay to dissenting shareholders of NanoPore NM (which was merged into NanoPore NV) the amount, if any, to which they shall be entitled under the provisions of the New Mexico Business Corporation Act with respect to dissenting shareholders.

IN WITNESS WHEREOF, NaonPore, Incorporated, a Nevada corporation (NanoPore NV) signs this Agreement effective as of October 31, 2002.

NANOPORE, INCORPORATED
a Nevada corporation

By _____
Douglas Smith, President

**The Registered Agent for service of process for NanoPore NV is as follows: The Corporation Trust Company of Nevada, 6100 Neil Road, Suite 500, Reno, Nevada 89511.



TRADEMARK
REEL: 004720 FRAME: 0683

STATE OF NEW MEXICO)
)ss.
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 30th day of October, 2002, by Douglas Smith, President, of NanoPore, Incorporated, a Nevada Corporation, on behalf of said corporation.



Notary Public

My Commission Expires:

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