

11-12-1998

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G- 12344.11USF1



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100876696

11/13/98.

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

1. Name of conveying party(ies):

Provider Solutions, Ltd. (a Maryland corporation)

2. Name and address of receiving party(ies):

CERTITUDE, INC.
c/o United HealthCare Corporation
9900 Bren Road East
Minnetonka, Minnesota 55343

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

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: June 23, 1998

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

08/422,511

Additional numbers attached? ☐ Yes ☒ No

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

Name: Alan G. Gorman
Address: Merchant, Gould, Smith, Edell,
Welter & Schmidt, P.A.
3100 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402-4131

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

Alan G. Gorman

Name of Person Signing

Signature

October 30, 1998

Date

Total number of pages including cover sheet, attachments, and document: 6

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Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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PATENT

REEL: 9567 FRAME: 0699

11/10/1998 JWA/KINS 06422511 01 FC:561

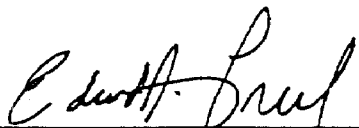
State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"PROVIDER SOLUTIONS, LTD.", A MARYLAND CORPORATION,
WITH AND INTO "CERTITUDE, INC." UNDER THE NAME OF
"CERTITUDE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS
OFFICE THE THIRTIETH DAY OF JUNE, A.D. 1998, AT 4:30 O'CLOCK
P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.





Edward J. Freel, Secretary of State

2707986 8100M

AUTHENTICATION:

9175530

DATE:

981257301

PATENT⁹⁸

REEL: 9567 FRAME: 0700

CERTIFICATE OF OWNERSHIP AND MERGER

CERTIFICATE OF OWNERSHIP AND MERGER ("Articles of Merger") dated this 23rd day of June, 1998, pursuant to Section 253 of the General Corporation Law of Delaware and Sections 3-105 and 3-106 of the General Corporation Law of Maryland between Certitude, Inc. ("Certitude"), a Delaware corporation, and Provider Solutions, Ltd. ("PSL"), a Maryland corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation as hereinafter specified; and

NOW THEREFORE, the corporations, parties to these Articles of Merger, in consideration of the mutual covenants, agreements, and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and the mode of carrying the same into effect as follows:

FIRST, PSL hereby agrees to be merged into its parent, Certitude, and Certitude hereby agrees to the merger of its subsidiary, PSL, into it with Certitude as the surviving corporation.

SECOND, The name and place of incorporation of the merging parties are:

<u>Name</u>	<u>State of Incorporation</u>
Provider Solutions, Ltd.	Maryland
Certitude, Inc.	Delaware

THIRD, Certitude was first incorporated on January 31, 1997 under the General Corporation Law of the State of Delaware. Certitude is qualified to do business in the State of Maryland. PSL was first incorporated on April 21, 1994 under the General Corporation Law of Maryland.

FOURTH, the principal place of business of PSL in the State of Maryland is at 6300 Security Boulevard in the Independent City of Baltimore and the registered office of PSL in the State of Maryland is located at 34 Market Place, Suite 801 in the Independent City of Baltimore and the name of its registered agent at such address is Robert C. Turner. Certitude does not have an office in the State of Maryland. The registered office of Certitude in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company. Neither PSL nor Certitude own any interest in land in Maryland.

FIFTH, Certitude owns 100% of the outstanding shares of each class of the stock of PSL, so approval of the shareholders is not required by Section 253 of the General Corporation Law of Delaware or Section 3-106 of the General Corporation Law of Maryland, as set forth below:

<u>Corporation</u>	<u>Number of Shares Issued</u>	<u>Number of Shares Authorized</u>	<u>Par Value</u>
PSL	628,266 Common	5,000,000 Common	\$.01
	9,390 Preferred	100,000 Preferred	\$.01
Certitude	100 Common	1,000 Common	\$.01

SIXTH, the terms and conditions of the transactions set forth in these Articles of Merger were advised, authorized, and approved by the Boards of Directors of both PSL and Certitude in the manner and by the vote required by their respective Articles of Incorporation and the laws of their states of domicile on the 22nd day of June, 1998.

SEVENTH, the manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

(a) PSL has outstanding 628,266 shares of Common Stock, par value \$.01, and 100,000 shares of Preferred Stock, par value \$.01, and all outstanding shares are owned by Certitude. On the effective date of this Merger, the shares will not be converted into shares of the surviving corporation, but instead they shall be canceled (along with the certificates representing the same) and all rights in respect thereof shall thereupon cease to exist.

(b) Certitude has outstanding 100 shares of Common Stock, par value \$.01, all of which are owned by United HealthCare Corporation ("UHC"). On the effective date of this Merger, the 100 shares of Common Stock, par value \$.01, will continue to be owned by UHC and be the shares of the surviving corporation.

EIGHTH, the Articles of Incorporation of Certitude, which is the surviving corporation, shall continue in full force and effect as the Articles of Incorporation of the corporation surviving this merger.

NINTH, the terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this Merger shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of shareholders and until their successors shall have been elected and qualified.

(c) The merger shall become effective on July 1, 1998.

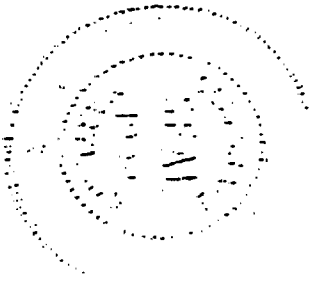
(d) The merger shall be a liquidation pursuant to Section 332 of the Internal Revenue Code.

(e) Upon the merger becoming effective, all the property, rights, goodwill, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instructs and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

TENTH, that the executed Agreement and Plan of Merger is on file at the office of the shareholder of the surviving corporation, United HealthCare Corporation, 9900 Bren Road East, Minnetonka, Minnesota 55343.

ELEVENTH, that a copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, upon request and without costs, to any stockholder of any constituent corporation.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and that fact having been attested to on said Articles of Merger by an officer of each corporate party thereto, have caused this Agreement to be executed by the President of each party hereto as the respective act, deed and agreement of each of said corporation, on the date set forth above.



PROVIDER SOLUTIONS, LTD.

CORPORATE SEAL

By: Kevin H. Roché
Kevin H. Roché
President and Chief Executive Officer

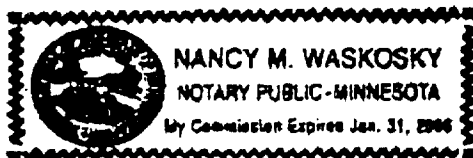
Attested by: Brigid M. Spicola
Brigid M. Spicola, Secretary

STATE OF MINNESOTA
COUNTY OF HENNEPIN

CERTIFICATION

Personally appeared before me Kevin H. Roché by me known personally and known to be the President and Chief Executive Officer of Provider Solutions, Ltd. who executed on behalf of said corporation the foregoing Articles of Merger, of which this Certificate is made a part, and being duly sworn under oath, acknowledged in the name and on behalf of said corporation, the foregoing Articles of Merger to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

By: Nancy M. Waskosky
Notary Public



CERTITUDE, INC.

CORPORATE SEAL

THIS CORPORATION HAS NO SEAL

By: Kevin H. Roché
Kevin H. Roché
President and Chief Executive Officer

Attested by: Brigid M. Spicola
Brigid M. Spicola, Secretary

STATE OF MINNESOTA
COUNTY OF HENNEPIN

CERTIFICATION

Personally appeared before me Kevin H. Roché by me known personally and known to be the President and Chief Executive Officer of Certitude, Inc. who executed on behalf of said corporation the foregoing Articles of Merger, of which this Certificate is made a part, and being duly sworn under oath, acknowledged in the name and on behalf of said corporation, the foregoing Articles of Merger to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

By: Nancy M. Waskosky
Notary Public

