

01-14-1999

FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (Exp. 4/94)



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HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Miles Laboratories, Inc.

1-12-99

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

Miles, Inc.
P.O. Box 40
Elkhart, IN 46515

OPR/FINANCE

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

3. Nature of Conveyance:

☐ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other: Articles of Merger

Additional name(s) attached? ☐ Yes ☒ No

Execution Date: September 1, 1987

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)
4,429,044Additional numbers attached? ☐ Yes ☒ No

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

Alexandra J. Baran, Ph.D.
Cooley Godward LLP
Five Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306

6. Total number of application and patents involved: 1

7. Total Fee (37 CFR 3.41).....\$40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: 03-31 7

(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

Reg. No.: 39,101

Name of Person Signing: Alexandra J. Baran, Ph.D.

Signature: Alexandra J. BaranDate: Dec. 29, 1988

Total number of pages including cover sheet, attachments, and document: 18

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Assistant Commissioner for Patents, Box Assignments, Washington, D.C. 20231 on January 5, 1999.

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By: Rushe Hoffman

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MICROFILMED

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

To Whom These Presents Come, Greeting:

WHEREAS, there has been presented to me at this office, Articles of Merge
Merging,

MILES LABORATORIES, INC.
the non-survivor(s), into

7901-449 08

MILES INC.
an Indiana Corporation, the survivor

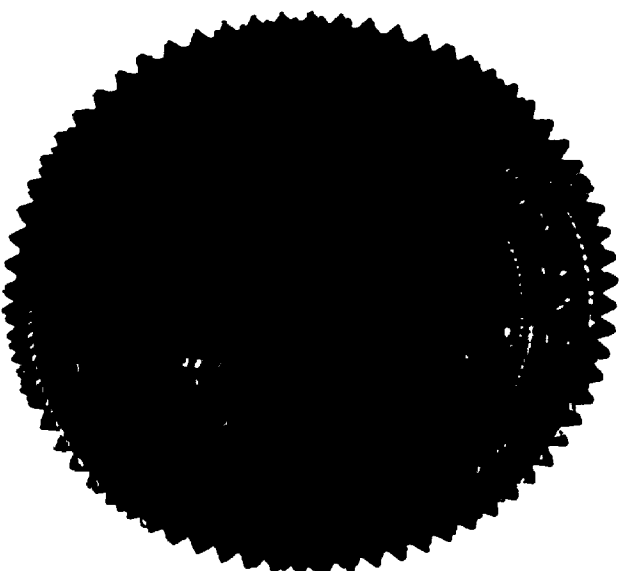
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Said Articles of Merger have been prepared and signed in accordance with
the provisions of the Indiana Business Corporation Law;

WHEREAS, upon due examination, I find that it satisfies the requirements
of I.C. 23-1-18-1:

NOW THEREFORE, I, EVAN BAYH, Secretary of State of the State of Ind.
hereby certify that I have this day filed said Articles in this office.

Effective date the provisions will apply is SEPTEMBER 1, 1987.



In Witness Whereof, I have hereunto set my hand and affixed
the seal of the State of Indiana, at the City of Indianapolis,
this 1ST day of
SEPTEMBER, 1987.

EVAN BAYH

Secretary of State.

By _____
Deputy

RECEIVED
IND. SEC. DIV.

07 SEP 1952
ARTICLE 2 OF MERGER
OF

FILED
IND. SEC. DIV. OF STATE

MILES LABORATORIES, INC.,
a Delaware corporation,

WITH AND INTO

MILES INC.,
an Indiana corporation

The undersigned, Miles Inc. (the "Surviving Corporation"), an Indiana corporation existing pursuant to the provisions of the Indiana Business Corporation Law (the "IBCL"), desiring to effect a merger of Miles Laboratories, Inc., a Delaware corporation (the "Merging Corporation"), with and into the Surviving Corporation, and acting by its duly authorized officers, hereby certifies the following facts:

ARTICLE I
Surviving Corporation

The name of the corporation surviving the merger is Miles Inc., an Indiana corporation existing pursuant to the provisions of the IBCL.

ARTICLE II
Plan of Merger

The Agreement and Plan of Merger between the Merging Corporation and the Surviving Corporation (the "Plan

of Merger"), containing such information as is required by IBCL-23-1-40-1 (Supp. 1986), is attached hereto as "Exhibit A" and made a part hereof.

ARTICLE III
Manner of Adoption and Vote

1. Action by Directors. The Board of Directors of the Surviving Corporation, at a meeting thereof duly called, constituted and held on July 8, 1987, adopted by a unanimous vote of the members of such Board of Directors a resolution approving the Plan of Merger and recommending that the sole shareholder of the Surviving Corporation approve the Plan of Merger.

2. Action by Shareholders. By written consent without a meeting, executed on August 13, 1987, the sole shareholder of the Surviving Corporation approved and adopted the Plan of Merger.

ARTICLE IV
Authorization by Foreign Corporation Party to Plan of Merger

1. Action by Directors. The Plan of Merger was adopted by the Board of Directors of the Merging Corporation in accordance with the laws of the State of Delaware, the State of its incorporation.

2. Action by Stockholders. By written consent without a meeting, executed on Aug. 25, 1987, the sole stockholder of the Merging Corporation approved and adopted the Plan of Merger, in accordance with the laws of the State of Delaware, the State of its incorporation.

ARTICLE V
Effective Time

The effective time of the merger hereby effectuated shall be 12:00 midnight, Delaware time, on the date on which these Articles of Merger shall have been duly executed and delivered to the Secretary of State of the

State of Indiana for filing in accordance with the provisions of Section 5 of Chapter 40 and Section 1 of Chapter 18 of the IBCL.

IN WITNESS WHEREOF, the Surviving Corporation has caused these Articles of Merger to be signed by its duly authorized officers.

Dated this 1st day of Sept. , 1987.

MILES INC.,

By Adrien L. Ringuette

Adrien L. Ringuette
(Name)

President
(Title)

By Franklin E. Breckenridge

Franklin E. Breckenridge
(Name)

Secretary
(Title)

AGREEMENT AND PLAN OF MERGER dated as of September 1, 1987, by and between MILES LABORATORIES, INC., a Delaware corporation ("Delaware Miles"), and MILES INC., an Indiana corporation ("Indiana Miles"), said two corporations being hereinafter collectively referred to as the "Constituent Corporations".

The authorized capital stock of Delaware Miles consists of 1,000 shares of Common Stock, par value \$1.00 per share ("Delaware Miles Common"). As of the date hereof, 1,000 shares of Delaware Miles Common are issued and outstanding, fully paid and nonassessable.

The authorized capital stock of Indiana Miles consists of 1,000 shares of Common Stock, par value \$1.00 per share ("Indiana Miles Common"). As of the date hereof, 1,000 shares of Indiana Miles Common are issued and outstanding, fully paid and nonassessable, and are owned by Delaware Miles.

The respective Boards of Directors of Indiana Miles and Delaware Miles have, by resolutions duly adopted, approved and adopted this Agreement and Plan of Merger providing for the merger of Delaware Miles with and into Indiana Miles pursuant to the terms hereof (the "Merger"). The Board of Directors of Indiana Miles has directed that this Agreement and Plan of Merger be submitted to its sole

shareholder for approval in accordance with the Indiana Business Corporation Law and the Board of Directors of Delaware Miles has directed that this Agreement and Plan of Merger be submitted to its sole stockholder for the purpose of acting thereon in accordance with the General Corporation Law of the State of Delaware.

In consideration of the premises and of the mutual covenants and agreements herein contained, and for the purposes of prescribing the terms and conditions of the Merger, the mode of carrying the same into effect, the manner and basis of converting the outstanding shares of Delaware Miles Common into shares of Indiana Miles Common, and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

In accordance with the provisions of this Agreement and Plan of Merger, Section 252 of the General Corporation Law of the State of Delaware and Chapter 40 of the Indiana Business Corporation Law, Delaware Miles shall be merged with and into Indiana Miles, which shall be and is herein sometimes referred to as the "Surviving Corporation", and the name of which shall continue to be "Miles Inc."

ARTICLE II

The Merger shall become effective at 12:00 midnight, Delaware time, on the date on which the following actions shall in all respects have been completed (such time being herein called the "Effective Time of the Merger"):

(a) a copy of this Agreement and Plan of Merger shall have been duly adopted, approved, certified, executed and acknowledged and filed with the Secretary of State of the State of Delaware in accordance with the provisions of Sections 252(c) and 103 of the General Corporation Law of the State of Delaware and (b) articles of merger with respect to the Merger shall have been duly executed and delivered to the Secretary of State of the State of Indiana for filing in accordance with the provisions of Section 5 of Chapter 40 and Section 1 of Chapter 18 of the Indiana Business Corporation Law. This Agreement and Plan of Merger may be terminated for any reason by action of the Board of Directors of either of the Constituent Corporations at any time prior to the date and time when this Agreement and Plan of Merger shall have been filed in accordance with Section 103 of the General Corporation Law of the State of Delaware and articles of merger shall have been filed in accordance with Chapter 40 of the Indiana Business Corporation Law.

ARTICLE III

The Articles of Incorporation of Indiana Miles, as in effect immediately prior to the Effective Time of the Merger, shall continue to be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time of the Merger, until amended in accordance with the Indiana Business Corporation Law.

The By-laws of Delaware Miles, in effect immediately prior to the Effective Time of the Merger, shall become the By-laws of the Surviving Corporation as of the Effective Time of the Merger, until amended in accordance with the Indiana Business Corporation Law.

The directors and officers and members of the Executive Committee of the Board of Directors of Delaware Miles in office at the Effective Time of the Merger shall continue as the directors and officers and members of the Executive Committee of the Board of Directors of the Surviving Corporation, and each shall hold office from and after the Effective Time of the Merger until his or her successor shall have been elected and shall qualify, or as otherwise provided in the By-laws of the Surviving Corporation.

ARTICLE IV

The identity, existence, corporate organization, purposes, powers, objects, franchises, privileges, remedies, rights and immunities of Indiana Miles shall continue in effect and be unimpaired by the Merger, and the corporate franchise, existence and rights of Delaware Miles shall be merged into Indiana Miles and Indiana Miles shall, as the Surviving Corporation, be fully vested therewith. The separate existence and the corporate organization of Delaware Miles, except insofar as they may be continued by statute, shall cease as of the Effective Time of the Merger.

ARTICLE V

At the Effective Time of the Merger:

(i) each share of Delaware Miles Common which shall be outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into one share of Indiana Miles Common; and

(ii) each share of Indiana Miles Common which shall be outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger, be canceled and cease to exist as of the Effective Time of the Merger.

From and after the Effective Time of the Merger, the stock transfer books pertaining to Delaware Miles Common shall be closed.

ARTICLE VI

At the Effective Time of the Merger all and singular the rights, privileges, powers and franchises, of a public as well as of a private nature, and all the property, real, personal and mixed, of each of the Constituent Corporations, and all debts due to either of them on whatever account, including subscriptions to shares and all other things in action, or belonging to either of them, shall be vested in the Surviving Corporation without further act or deed; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate or other property, whether vested by deed or otherwise, in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; and the Surviving Corporation shall thenceforth be liable for all debts, obligations, liabilities and duties of each of the Constituent Corporations, and all said debts, obligations, liabilities and duties shall thenceforth attach to and become the debts, obligations, liabilities and

duties of the Surviving Corporation and may be enforced against it to the same extent as if said debts, obligations, liabilities and duties had been incurred or contracted by it. No liability or obligation due or to become due at the Effective Time of the Merger, and no claim or demand for any cause then existing against either of the Constituent Corporations or any stockholder, officer or director thereof, shall be released or impaired by the Merger, and all rights of creditors and all liens upon property of either of the Constituent Corporations shall be preserved unimpaired.

ARTICLE VII

As of the Effective Time of the Merger, the assets and liabilities of Delaware Miles and Indiana Miles shall be taken up or continued, as the case may be, on the books of the Surviving Corporation in amounts determined in accordance with generally accepted accounting principles as directed by the Board of Directors of the Surviving Corporation.

ARTICLE VIII

The Surviving Corporation hereby agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of Delaware Miles (which is the only Delaware corporation party to the Merger), as well as for enforcement of any obligation of the

Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the General Corporation Law of the State of Delaware. The Surviving Corporation hereby irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or proceedings, a copy of which process should be mailed by said Secretary of State to the following address: Miles Inc., 1127 Myrtle Street, Elkhart, Indiana 46514, Attention of Secretary.

ARTICLE IX

(a) Subject to the provisions of this Article IX, this Agreement and Plan of Merger shall be submitted at the earliest practicable date to the sole stockholder of Delaware Miles for adoption and to the sole shareholder of Indiana Miles for approval and, if adopted by the sole stockholder of Delaware Miles as required by the General Corporation Law of the State of Delaware and if approved by the sole shareholder of Indiana Miles as required by Chapter 40 of the Indiana Business Corporation Law, shall become effective in the manner provided in Article II hereof; provided, however, that this Agreement and Plan of Merger may be terminated as provided

in Article II hereof notwithstanding the adoption of this Agreement and Plan of Merger by the sole stockholder of Delaware Miles and approval of this Agreement and Plan of Merger by the sole shareholder of Indiana Miles.

(b) Each of the parties hereto agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other action as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement and Plan of Merger.

(c) This Agreement and Plan of Merger shall not be assigned by either party hereto except with the prior written consent of the other party hereto.

(d) This Agreement and Plan of Merger contains the entire agreement between the parties hereto with respect to the Merger.

(e) This Agreement and Plan of Merger may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Delaware Miles and Indiana Miles have each caused this Agreement and Plan of Merger to be signed in its corporate name by its President or one of

its Vice Presidents and attested by its Secretary or one of its Assistant Secretaries and its corporate seal to be affixed hereto, all as of the day and year first above written.

MILES LABORATORIES, INC.,

by

Blair G. Wynn

Title: President and
Chief Executive Officer

[Corporate Seal]

Attest:

Adrien L. Binguette

Title: Secretary

MILES INC.,

by

Adrien L. Binguette

Title: President

[Corporate Seal]

Attest:

Josephine E. Brackman

Title: Secretary

PATENT

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CERTIFICATE

I, Adrien L. Ringuette, Secretary of Miles Laboratories, Inc., a corporation organized and existing under the laws of the State of Delaware ("Delaware Miles"), hereby certify, as such Secretary, that the Agreement and Plan of Merger to which this certificate is attached, after having been first executed by each of the parties thereto, was duly adopted pursuant to Sections 228 and 252 of the General Corporation Law of the State of Delaware by the written consent of the sole stockholder of Delaware Miles.

IN WITNESS WHEREOF, I have hereunto affixed the corporate seal of Delaware Miles and signed my name this first day of September, 1987.

Adrien L. Ringuette
Adrien L. Ringuette
Secretary

[Corporate Seal]

CERTIFICATE

I, Franklin E. Breckenridge, Secretary of Miles Inc., a corporation organized and existing under the laws of the State of Indiana ("Indiana Miles"), hereby certify, as such Secretary, that the Agreement and Plan of Merger to which this certificate is attached, after having been first executed by each of the parties thereto, was duly approved pursuant to Chapters 29 and 40 of the Indiana Business Corporation Law by the written consent of the sole shareholder of Indiana Miles.

IN WITNESS WHEREOF, I hereunto affixed the corporate seal of Indiana Miles and signed my name this 1st day of September, 1987.

- 
Franklin E. Breckenridge
Secretary

[Corporate Seal]