

01-25-1999

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



100949782

U.S. Department of Commerce
Patent and Trademark Office
PATENT

RECORDATION FORM COVER SHEET PATENTS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID#

☐ Correction of PTO Error
Reel # Frame #

☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☒ Merger ☐ Other

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) Infusion Technology, Inc.

Execution Date
Month Day Year
 07011996

Name (line 2) a corporation of Massachusetts

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Winfield Industries

Name (line 2) a corporation of California

Address (line 1) 7737 Kenamar Court

Address (line 2)

Address (line 3) San Diego,
City

California
State/Country

92121
Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Maxxim Medical, Inc.

Address (line 1) 10300 49th Street North

Address (line 2) Clearwater, Florida 33762

Address (line 3)

Address (line 4)

01/22/1999 TTOM11 00000156 4627835

FOR OFFICE USE ONLY

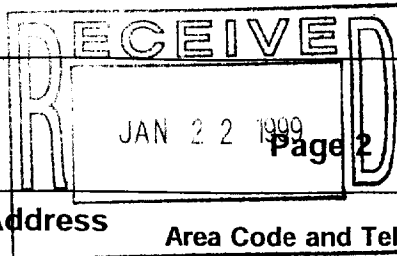
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120.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 9703 FRAME: 0418



Correspondent Name and Address

Area Code and Telephone Number

(813) 561-2148

Name

Brian Gray, Maxxim Medical, Inc.

Address (line 1)

10300 49th Street North

Address (line 2)

* Clearwater, Florida 33762

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

16

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

4627835

4652260

5213483

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 120.00

Method of Payment:

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Enclosed ☒

Deposit Account ☐

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Daniel G. Musca, Esquire

Name of Person Signing

Signature

December 31, 1998

Date

**RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY**U.S. Department of Commerce
Patent and Trademark Office
PATENT**Conveying Party(ies)**☐

Mark if additional names of conveying parties attached

Enter additional Conveying PartiesExecution Date
Month Day Year

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Execution Date
Month Day YearExecution Date
Month Day Year**Receiving Party(ies)**☐

Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**Application Number(s) or Patent Number(s)**☐

Mark if additional numbers attached

*Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).***Patent Application Number(s)****Patent Number(s)**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
ASSIGNMENT OF LETTERS PATENT**

WHEREAS, INFUSION TECHNOLOGY, INC., a Massachusetts corporation, having a mailing address at 35 Cherry Hill Drive, Danvers, Massachusetts 01923 ("**Assignor**") was the owner of the letters patent described in **Exhibit A** attached hereto (herein collectively referred to as the "**Patents**");

WHEREAS, WINFIELD INDUSTRIES, a California corporation, having a mailing address at 7737 Kenamar Court, San Diego, California 92121 ("**Assignee**"), desired to acquire the Assignor's entire interest in the Patents;

WHEREAS, Assignor merged with and into Assignee effective July 1, 1996, with Assignee being the surviving corporation pursuant to Articles of Merger and an Agreement of Merger filed with the States of Massachusetts and California, respectively, copies of which are attached hereto as **Exhibit B** and **Exhibit C**; and

WHEREAS, subsequent to such merger of Assignor into Assignee, Assignee amended its Articles of Incorporation to change its corporate name from "Winfield Industries" to "Winfield Medical" pursuant to Articles of Amendment filed with the State of California, a copy of which is attached hereto as **Exhibit D**;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby confirm and certify that it assigned, and does hereby assign, unto Assignee the entire right, title and interest in and to the Patents and the exclusive right thereto throughout the world, including the right to recover damages for past infringement, the Patents to be held and enjoyed by Assignee for Assignee's own use and advantage, and for Assignee's legal representatives and assigns, to the full end of the terms for which said Patents are granted, as fully and entirely as the Patents would have been held by Assignor had this Assignment not been made.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Letters Patent to be executed by its duly authorized representative effective as of July 1, 1996, *nunc pro tunc*.

ASSIGNOR:

INFUSION TECHNOLOGY, INC.

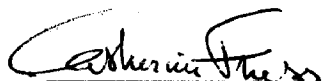
Dated: December 31, 1998

By: 
Kenneth W. Davidson, Its President:

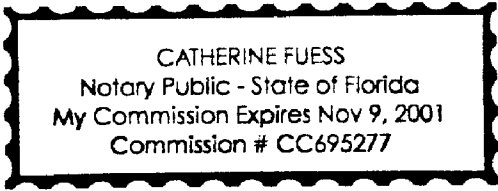
STATE OF FLORIDA

COUNTY OF PINELLAS

On this 31 day of December, 1998, before me personally appeared Kenneth W. Davidson, known to me to be the person who, as President of Assignor, signed this instrument on behalf of Assignor as President and that the same is his free act and deed as President and the free corporate act and deed of Assignor.



NOTARY PUBLIC



CATHERINE FUESS
Notary Public - State of Florida
My Commission Expires Nov 9, 2001
Commission # CC695277

EXHIBIT A

Patents

ISSUED US PATENTS

1. Patent No. 4,627,835
2. Patent No. 4,652,260
3. Patent No. 5,213,483

Jan
HG
Examiner

EXHIBIT B

FEDERAL IDENTIFICATION
NO. 04-3143879

FEDERAL IDENTIFICATION
NO. 95-3862681

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ~~CONSOLIDATION~~ / *MERGER (General Laws, Chapter 156B, Section 79)

*~~CONSOLIDATION~~ / *merger of

(M) INFUSION TECHNOLOGY, INC. ^{NC}
(a Massachusetts Corporation) and
(S) WINFIELD INDUSTRIES ^{Not Reg.}
(a California Corporation)

(S) WINFIELD INDUSTRIES
the constituent corporations, into

*~~CONSOLIDATION~~ / *one of the constituent corporations organized under the laws of: California

The undersigned officers of each of the constituent corporations certify under the penalties of perjury as follows:

1. An agreement of ~~consolidation~~ / *merger has been duly adopted in compliance with the requirements of General Laws, Chapter 156B, Section 79, and will be kept as provided by Subsection (c) thereof. The ~~surviving~~ / *surviving corporation will furnish a copy of said agreement to any of its stockholders, or to any person who was a stockholder of any constituent corporation, upon written request and without charge.

2. The effective date of the ~~consolidation~~ / *merger determined pursuant to the agreement of ~~consolidation~~ / *merger shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing:

3. (For a merger)

*The following amendments to the Articles of Organization of the *surviving* corporation have been effected pursuant to the agreement of merger:

NONE.

~~(Once consolidated)~~

~~(a) The purpose of the resulting corporation is to engage in the following business:~~

C ☐
P ☐
M ☐
R.A. ☐

4
P.C.

*Delete the inapplicable words.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet as long as each article requiring each addition is clearly indicated.

~~(f) If a consolidation)~~

~~(b) State the total number of shares and the par value, if any, of each class of stock which the *resulting* corporation is authorized to issue:~~

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common:		Common:		
Preferred:		Preferred:		

~~“(c) If more than one class of stock is authorized, state a distinguishing designation for each class and provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of each class and of each series then established.~~

~~“(d) The restrictions, if any, on the transfer of stock contained in the agreement of consolidation are:~~

~~“(e) Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:~~

Item 4 below may be deleted if the resulting /surviving corporation is organized under the laws of a state other than Massachusetts.

4. The information contained in Item 4 is *not* a *permanent* part of the Articles of Organization of the *resulting / surviving corporation.

~~(s) The street address (post office boxes are not acceptable) of the *resulting / *surviving corporation in Massachusetts:~~

~~**If there are no provisions state "None".~~

~~(c) The name, residential address and post office address of each director and officer of the resulting / surviving corporation is:~~

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:			
Treasurer:			
Clerk:			
Directors:			

(c) The fiscal year end (i.e. tax year) of the resulting / surviving corporation shall end on the last day of the month of:

~~(d) The name and business address of the resident agent, if any, of the resulting / surviving corporation is:~~

Item 5 below may be deleted if the resulting/surviving corporation is organized under the laws of Massachusetts.

5. The ~~resulting~~ / surviving corporation hereby agrees that it may be sued in the Commonwealth of Massachusetts for any prior obligation of any constituent Massachusetts corporation, any prior obligation of any constituent foreign corporation qualified under General Laws, Chapter 181, and any obligations hereafter incurred by the ~~resulting~~ / surviving corporation, including the obligation created by General Laws, Chapter 156B, Section 85, so long as any liability remains outstanding against the corporation in the Commonwealth of Massachusetts, and it hereby irrevocably appoints the Secretary of the Commonwealth as its agent to accept service of process in any action for the enforcement of any such obligation, including taxes, in the same manner as provided in Chapter 181.

FOR MASSACHUSETTS CORPORATIONS

The undersigned *President / ~~Vice President~~ and *Clerk / ~~Assistant Clerk~~ of INFUSION TECHNOLOGY, INC., a corporation organized under the laws of Massachusetts, further state under the penalties of perjury that the agreement of ~~consolidation~~ / merger has been duly executed on behalf of such corporation and duly approved in the manner required by General Laws, Chapter 156B, Section 78.

_____, *President / ~~Vice President~~

_____, *Clerk / ~~Assistant Clerk~~

FOR CORPORATIONS ORGANIZED IN A STATE OTHER THAN MASSACHUSETTS

The undersigned, † _____ President and †† _____ Secretary of WINFIELD INDUSTRIES, a corporation organized under the laws of

California, further state under the penalties of perjury that the agreement of ~~consolidation~~ / merger has been duly adopted by such corporation in the manner required by the laws of California.

*Do not be inapplicable words.

†Specify the officer having powers and duties corresponding to those of the president or vice president of a Massachusetts corporation organized under General Laws, Chapter 156B.

††Specify the officer having powers and duties corresponding to the clerk or assistant clerk of such a Massachusetts corporation.

† Jeffrey A. Englert, President

†† Randall A. Smith, Secretary

542394

20609

THE COMMONWEALTH OF MASSACHUSETTS

SECRETARY OF
THE COMMONWEALTH

ARTICLES OF ~~CONSOLIDATION~~ / ~~MERGER~~

(General Laws, Chapter 156B, Section 79)

36 JUL -1 PM 3:48

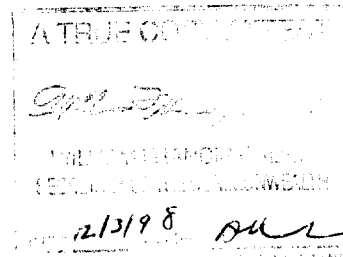
I hereby approve the within Articles of *Consolidation / *Merger and,
the filing fee in the amount of \$ 250 —, having been paid,
said articles are deemed to have been filed with me this 1st
day of JULY, 19 96

Effective date _____

William Francis Galvin

WILLIAM FRANCIS GALVIN

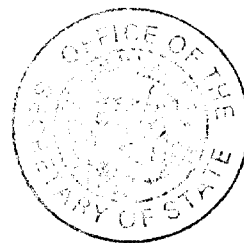
Secretary of the Commonwealth



TO BE FILLED IN BY CORPORATION

Photocopy of document to be sent to:

Thomas H. Murphy, Jr., Esquire
Lynch, Brewer, Hoffman & Sands, LLP
101 Federal Street, 22nd Floor
Boston, MA 02110-1800
Telephone: (617) 951-0800



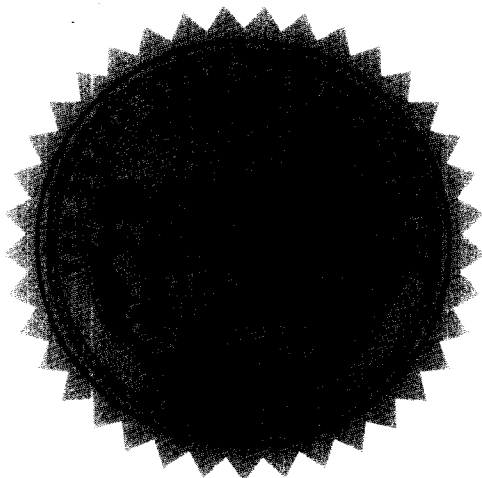
CM

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 5 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

NOV 17 1998



A handwritten signature in cursive script that reads "Bill Jones".

Secretary of State

A478385

FILED *REV*In the office of the Secretary of State
of the State of California1205467 *Surv*

JUL 0 1 1996

AGREEMENT OF MERGER*Bill Jones*
L. JONES, Secretary of State

AGREEMENT OF MERGER dated as of July 1, 1996 (the "Merger Agreement"), by and between INFUSION TECHNOLOGY, INC., a Massachusetts corporation (hereinafter called "Disappearing Corporation") and WINFIELD INDUSTRIES, a California corporation (hereinafter called "Surviving Corporation"); Disappearing Corporation and Surviving Corporation together being herein sometimes called the "Constituent Corporations."

WHEREAS, Disappearing Corporation was organized in Massachusetts. Its authorized capital stock consists of 12,500 shares of Common Stock, without par value, of which 1,376 shares are issued and outstanding.

WHEREAS, Surviving Corporation, which is to be the surviving corporation in the merger set forth herein, was organized in California. Its authorized capital stock consists of 2,000,000 shares of Common Stock, no par value and 250,000 shares of Preferred Stock. On the date of this Merger Agreement, 736,863 shares of Common Stock and no shares of Preferred Stock are issued and outstanding.

WHEREAS, the respective Boards of Directors of the Constituent Corporations and the shareholders of the Disappearing Corporation have approved the merger set forth herein.

NOW THEREFORE, Disappearing Corporation and Surviving Corporation do hereby adopt and make themselves respectively parties to this Merger Agreement and do hereby agree that Disappearing Corporation shall merge with and into Surviving Corporation upon the following terms and conditions:

1. Merger. Disappearing Corporation shall be merged with and into Surviving Corporation and Surviving Corporation shall survive the merger.
2. Effective Date. This merger shall become effective when a copy of this Merger Agreement with officers' certificates attached is filed in accordance with Section 1103 of the California General Corporation Law. The date and time upon which the merger becomes effective in accordance with the foregoing sentence is sometimes referred to herein as the "Effective Date."
3. Articles of Incorporation and Bylaws. The Restated Articles of Incorporation of Surviving Corporation, as amended and in effect on the Effective Date, shall continue to be the Articles of Incorporation of the Surviving Corporation, without change or amendment until further amended in accordance with the provisions thereof and applicable law. The bylaws of Surviving Corporation, as amended and in effect on the Effective Date, shall continue to be the bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provision thereof and applicable law.

4. Directors and Officers. The directors and officers of Surviving Corporation shall remain directors and officers, respectively, of Surviving Corporation on the Effective Date until expiration of their current respective terms as such or their respective prior resignation, removal or death.

5. Succession. On the Effective Date, Surviving Corporation shall succeed to Disappearing Corporation in the manner of and as more fully set forth in Section 1107 of the California General Corporation Law.

6. Further Assurances. From time to time as and when required by Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Disappearing Corporation such deeds and other instruments, and there shall be taken or caused to be taken such further and other actions as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Disappearing Corporation, and otherwise to carry out the purposes of this Merger Agreement, and the officers and directors of Surviving Corporation are fully authorized in the name and on behalf of Disappearing Corporation or otherwise to take any and all such actions and to execute and deliver any and all such deeds and other instruments.

7. Capital Stock of Disappearing Corporation. Upon the Effective Date, by virtue of the merger without any action on the part of any holder, thereof, each share of the capital stock of Disappearing Corporation outstanding immediately prior thereto shall be changed into and become ^{65.407} duly and validly issued, fully paid, and nonassessable shares of the Common Stock of Surviving Corporation.

8. Capital Stock of Surviving Corporation. Upon the Effective Date, each share of the capital stock of Surviving Corporation outstanding immediately prior thereto shall be and remain one share of capital stock of Surviving Corporation and shall not be changed by reason of the merger.

9. Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of the capital stock of Disappearing Corporation shall be deemed for all purposes to evidence ownership of and to represent the shares of Surviving Corporation into which the shares of Disappearing Corporation represented by such certificates have been changed as herein provided. The registered owner on the books of Disappearing Corporation of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or exchange or otherwise accounted for to Surviving Corporation or its transfer agents, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Surviving Corporation evidenced by such outstanding certificates as above provided.

10. Fractional Shares. Fractional shares shall not be issued, and fractions of half or more shall be rounded to a whole share and fractions of less than half shall be disregarded; except that if the fraction of a share which a person would otherwise be entitled to receive is one-half of 1 percent or more of the total shares such person would be entitled to receive, cash will be paid

for any such fraction in an amount proportionate to the fair value of a whole share as determined by the Board of Directors of the Surviving Corporation.

11. Abandonment. At any time before the Effective Date, the merger may be abandoned by either Surviving Corporation or Disappearing Corporation or both, notwithstanding approval of the merger by the shareholders of the Disappearing Corporation, without prejudice to any rights to damages that any party to this Merger Agreement may have.

12. Counterparts. In order to facilitate the filing of this Merger Agreement, it may be executed in any number of counterparts, each of which shall be deemed to be an original.

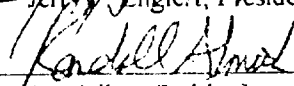
IN WITNESS WHEREOF, this Merger Agreement has been executed by Surviving Corporation and Disappearing Corporation by their respective duly authorized officers.

WINFIELD INDUSTRIES

By: _____



Jerry J. Englert, President

By: _____

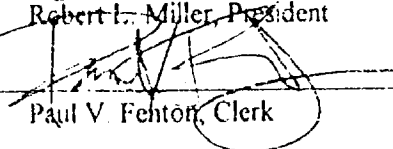

Randall A. Smith, Secretary

INFUSION TECHNOLOGY, INC.

By: _____


Robert L. Miller, President

By: _____


Paul V. Fenton, Clerk

OFFICERS' CERTIFICATE REGARDING MERGER
CERTIFICATE OF OFFICERS OF WINFIELD INDUSTRIES

The undersigned, Jerry F. Englert and Randall A. Smith, do hereby certify that:

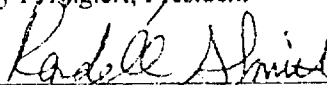
1. They are the president and secretary, respectively, of Winfield Industries, a California corporation (the "Corporation").
2. The total number of outstanding shares of each class of the Corporation is 736,863 shares of Common Stock, no par value and no shares of Preferred Stock.
3. The principal terms of the Merger Agreement in the form attached were approved by the Corporation by its Board of Directors. The merger was entitled to be approved by the Board of Directors alone under the provisions of Section 1201 of the California Corporations Code.

Each of the undersigned declares under penalty of perjury under the law of the State of California that the matters set forth in this certificate are true of his own knowledge.

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate the
1st day of July, 1996.



Jerry F. Englert, President



Randall A. Smith, Secretary

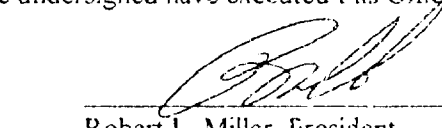
OFFICERS' CERTIFICATE REGARDING MERGER
CERTIFICATE OF OFFICERS OF INFUSION TECHNOLOGY, INC.

The undersigned, Robert L. Miller and Paul V. Fenton, do hereby certify that:

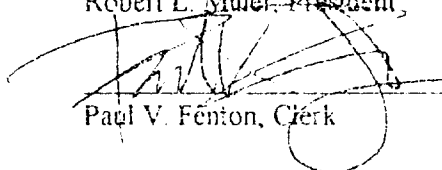
1. They are the president and clerk, respectively, of Infusion Technology, Inc., a Massachusetts corporation (the "Corporation").
2. The total number of outstanding shares of each class of the Corporation entitled to vote on the merger described in the Merger Agreement to which this certificate is attached is 1,267 shares of Common Stock, without par value.
3. The principal terms of the Merger Agreement in the form attached were approved by the Corporation by a vote of a number of shares of each class which exceeded the vote required, Common Stock, without par value, being the sole class entitled to vote and a two-thirds majority vote being required of such class.

Each of the undersigned declares under penalty of perjury under the law of the State of California that the matters set forth in this certificate are true of his own knowledge.

IN WITNESS WHEREOF, the undersigned have executed this Officers' Certificate the 1st day of July, 1996.



Robert L. Miller, President,



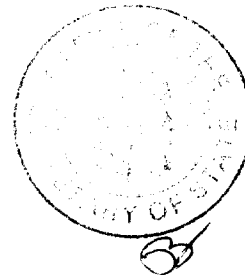
Paul V. Fenton, Clerk



State of California



SECRETARY OF STATE

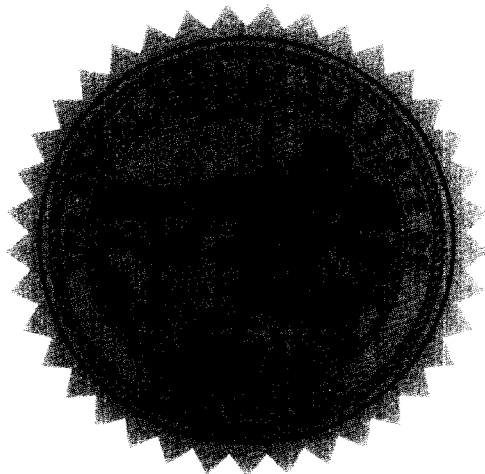


I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

DEC 30 1998



Bill Jones

Secretary of State

EXHIBIT D

1205467 A482048

FILED
the Office of the Secretary of State
of the State of California

**RESTATED ARTICLES OF INCORPORATION
OF
WINFIELD INDUSTRIES**

OCT 1 1996

Bill Jones
T. JONES, Secretary of State

Harold R. Callicoat and Peggy A. Contasti hereby certify that:

1. They are the President and Assistant Secretary, respectively, of WINFIELD INDUSTRIES, a California corporation.
2. The Board of Directors of the Corporation have determined to restate its amended and restated articles of incorporation, with the intent that such restated articles of incorporation shall supersede all previously filed amendments to the articles of incorporation, including all previously filed certificates of designations, and that all such previously filed charter documents of the Corporation shall be null and void and have no further force or effect as of the date of the filing of the restated articles of incorporation.
3. The articles of incorporation of the Corporation are restated to read as follows:

ARTICLE I

The name of the Corporation is Winfield Medical.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

- (a) The Corporation is authorized to issue two classes of shares of stock, designated, respectively, "Common Stock" and "Preferred Stock". The total number of shares which the Corporation is authorized to issue is 2,000,000 shares of Common Stock and 250,000 shares of Preferred Stock.
- (b) The Board of Directors may divide the Preferred Stock into any number of series. The Board of Directors shall fix the designation and number of shares of each such series and may determine and alter the rights, preferences, privileges and restrictions granted to and imposed upon any wholly unissued series of the Preferred Stock. The Board of Directors (within the limits and restrictions of any resolution adopted by it, originally fixing

the number of shares of any series) may increase or decrease the number of shares of any such series after the issue of shares of that series, but not below the number of then outstanding shares of such series.

ARTICLE IV

(a) The liability of the directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

(b) The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the Corporation and its shareholders through bylaw, agreement or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnifications set forth in Section 204 of the California Corporation Code.

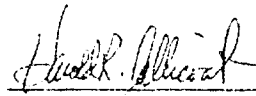
* * *

4. The foregoing amendment and restatement of the articles of incorporation has been duly approved by the Board of Directors.

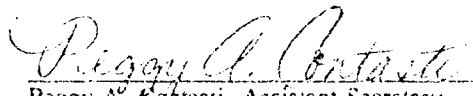
5. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of Common Stock of the Corporation is 826,862 and the total number of outstanding shares of Series A Preferred Stock of the Corporation is zero. The number of shares voting in favor of the amendment and restatement equaled or exceeded the vote required, which was more than fifty percent of the Common Stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 24, 1996



Harold R. Callicot, President



Peggy A. Contasti, Assistant Secretary

