

05-04-2000



FORM PTO-1595
(Rev. 6-93)

Department of Commerce
and Trademark Office

101344414

To the Honorable Asst. Commissioner for Patents. Please record the number of copies thereof.

1. Name of Conveying Party(ies):
XRT Corp

4-6-00

Additional name(s) of conveying parties attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date

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

Name: MEDTRONIC AVE, INC

Internal Address:

Street Address: 3576 Unocal Place

City: Santa Rosa State: CA ZIP: 95403

Additional names and addresses attached?
 Yes No

200 APR -6 PM 12:16
OPR/FINANCE

4. Application Number(s) or Patent Number(s): See Attached List
U.S. Application Serial No:

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):

Additional numbers attached? Yes No

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

Name: Richard L. Klein
Medtronic AVE Inc.
3576 Unocal Place
Santa Rosa, CA 95403
(707) 541-3155

6. Total number of applications and patents involved: 5

7. Total fee (37 CFR 3.41): \$200.00
 Enclosed Charge Fees to Deposit Account
 Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 01-2525

05/04/2000 DC:NTES 00000050 012525 08900609
01 FC:581

DO NOT USE THIS SPACE

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

Richard L. Klein
Name of Person Signing

Richard Klein
Signature

3/30/00
Date

Att Reg. No 33,330 Total number of pages including cover sheet, attachments and document 14

10. Change Correspondence Address to that of Part 5? Yes No

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

Do not detach this portion

Mail documents to be recorded with required cover to:
Asst. Commissioner for Patents
Box: Assignments
Washington, D.C. 20231

Attached List to that of Part 4

<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Our File No.</u>
5,854,822	08/900,609	7/25/97	P762 US
5,776,100	08/719,999	9/25/96	P776 US
5,713,853	08/488,216	6/7/95	P777 US
5,925,016	08/543,856	9/27/95	P778 US
5,904,670	08/627,006	4/3/96	P784 US

104-457

ARTICLES OF MERGER
OF
MEDTRONIC XRT CORPORATION, a Minnesota Corporation,
into
MEDTRONIC AVE, INC., a Delaware Corporation

Pursuant to the provisions of Sections 302A.601 through 302A.661 inclusive of the Minnesota Statutes, the following Articles of Merger are executed on the date hereinafter set forth:

FIRST: The names of the corporations which are parties to the merger are Medtronic XRT Corporation ("Medtronic XRT"), a Minnesota corporation, and Medtronic AVE, Inc. ("Medtronic AVE"), a Delaware corporation and the surviving corporation.

SECOND: The Plan of Merger attached hereto as Exhibit A (the "Plan of Merger") has been duly adopted by the Board of Directors and sole shareholder of Medtronic XRT pursuant to Section 302A.613, Subd. 2, of the Minnesota Statutes and by the Board of Directors and sole stockholder of Medtronic AVE pursuant to Section 252 of the Delaware General Corporation Law.

THIRD: Medtronic AVE, as the surviving corporation: (i) agrees that it may be served with process in the State of Minnesota in any proceeding for the enforcement of any obligation of Medtronic XRT and in any proceeding for the enforcement of the rights of a dissenting shareholder of Medtronic XRT against the surviving corporation; (ii) irrevocably appoints the Secretary of State of the State of Minnesota as its agent to accept service of process in any such proceeding; the address to which the service of process in any such proceeding shall be mailed is 7000 Central Avenue Northeast, Minneapolis, Minnesota 55432, Attention: General Counsel; and (iii) agrees that it will promptly pay to any dissenting shareholders of Medtronic XRT the amount, if any, to which they are entitled under the provisions of the Minnesota Business Corporation Act with respect to the rights of dissenting shareholders.

Executed at Minneapolis, Minnesota, this 31st day of January, 2000.

MEDTRONIC XRT CORPORATION
(a Minnesota corporation)

By: Robert L. Ryan

Its: Vice President and
Chief Financial Officer

MEDTRONIC AVE, INC.
(a Delaware corporation)

By: Robert L. Ryan

Its: Vice President and
Chief Financial Officer

PLAN OF MERGER

ARTICLE 1.
NAMES OF CONSTITUENT CORPORATIONS
AND SURVIVING CORPORATION

1.1) The names of the Constituent Corporations are Medtronic XRT Corporation ("Medtronic XRT"), a Minnesota corporation and Medtronic AVE, Inc. ("Medtronic AVE"), a Delaware corporation. The Constituent Corporations shall be combined by the merger of Medtronic XRT with and into Medtronic AVE as the Surviving Corporation (the "Merger") pursuant to the terms and provisions of this Plan of Merger and pursuant to the applicable provisions of the Minnesota Business Corporation Act ("MBCA") and the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE 2.
MEANS OF EFFECTING REORGANIZATION AND
MERGER AND CONVERTING STOCK

2.1) The Merger. At the Effective Time (as defined in Section 2.2), in accordance with the MBCA and the DGCL, Medtronic XRT will merge with and into Medtronic AVE, the separate existence of Medtronic XRT shall cease and Medtronic AVE shall continue as the surviving corporation (the "Surviving Corporation") in the Merger. The Merger shall have the effects set forth in Section 302A.641 of the MBCA.

2.2) Effectiveness of Merger. The Merger shall become effective on the date on which the Certificate of Merger has been filed with the Delaware Secretary of State and the Articles of Merger have been filed with the Minnesota Secretary of State (the time the Merger becomes effective being referred to herein as the "Effective Time" and the date of such effectiveness being referred to herein as the "Effective Date").

2.3) Certificate of Incorporation; Bylaws; Directors and Officers. The Certificate of Incorporation and Bylaws of Medtronic AVE as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation and Bylaws of the Surviving Corporation until thereafter amended as provided therein and under the DGCL. The directors of Medtronic AVE immediately prior to the Effective Time shall remain the directors of the Surviving Corporation and shall serve until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and Bylaws and the DGCL. The officers of Medtronic AVE immediately prior to the Effective Time will be the initial officers of the Surviving Corporation and shall serve until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Surviving Corporation's certificate of incorporation and bylaws and the DGCL.

2.4) Effect on Medtronic AVE Common Stock. The outstanding shares of Medtronic AVE Common Stock shall be unaffected by the Merger and shall remain outstanding and represent shares of Common Stock of the Surviving Corporation.

2.5) Cancellation of Medtronic XRT Common Stock. As a result of the Merger and without any action on the part of the holder thereof, at the Effective Time, all shares of Medtronic XRT Common Stock shall cease to be outstanding and shall be cancelled and retired without payment of any consideration therefor. Such cancellation shall be considered a contribution by Medtronic XRT's sole shareholder, Medtronic, Inc., to the capital of Medtronic AVE.

ARTICLE 3. GENERAL PROVISIONS

3.1) From and after the Effective Time, Medtronic AVE shall succeed to and possess all the rights, privileges, powers, franchises and immunities of a public as well as of a private nature, and be subject to all liabilities, restrictions, disabilities, and duties of Medtronic XRT; and all and singular, the rights, privileges, powers, franchises and immunities of both of the Constituent Corporations and all property, assets, rights, privileges, powers, franchises, immunities and all and every other interest shall be thereafter as effectively the property of Medtronic AVE as they were or would be of the Constituent Corporations or either of them; and title to any real property or any interest therein vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by any reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the Effective Time, and all debts, liabilities and duties of either of the Constituent Corporations shall thenceforth become those of Medtronic AVE and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

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STATE OF MINNESOTA
FILED

FEB 02 2000

Mary Hoffmeyer
Secretary of State M

10:00 AM

**ARTICLES OF MERGER
OF
XRT CORP.
INTO
SUNBURN ACQUISITION CORP.**

Pursuant to the provisions of Section 302A.615 of the Minnesota Business Corporation Act ("MBCA"), the following Articles of Merger are executed on the date hereinafter set forth:

1. The names of the corporations that are parties to the merger are XRT Corp., a Minnesota corporation (the "Seller"), Sunburn Acquisition Corp., a Minnesota corporation ("Merger Subsidiary"), and Medtronic Inc., a Minnesota corporation ("Medtronic")(collectively referred to as the "Constituent Corporations").

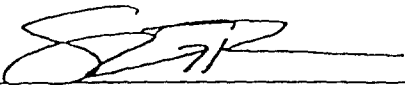
2. The surviving corporation is Sunburn Acquisition Corp., which will change its name upon the merger to Medtronic XRT Corporation.

3. The Plan of Merger attached hereto as Exhibit A has been duly adopted and approved by each Constituent Corporation pursuant to Chapter 302A of the MBCA.

The undersigned swear that the foregoing is true and accurate and that they have the authority to sign these Articles of Merger on behalf of Seller, Merger Subsidiary and Medtronic, respectively.


Dated: January 26, 2000

XRT CORP.

By: 
Steven F. Brandt, President and Chief
Executive Officer


Dated: January 26, 2000

SUNBURN ACQUISITION CORP.

By: 
Michael D. Ellwein, Vice President

Dated: January 26, 2000

MEDTRONIC, INC.

By: 
Michael D. Ellwein, Vice President and
Chief Development Officer

::ODMA\PCDOCS\FBDOCSI\2331571\1

EXHIBIT A

PLAN OF MERGER

THIS PLAN OF MERGER (the "Plan of Merger") is dated as of January 26, 2000 and is entered into by and between Medtronic, Inc., a Minnesota corporation ("Parent"), Sunburn Acquisition Corp., a Minnesota corporation (the "Merger Subsidiary") and XRT Corp., a Minnesota corporation ("Seller").

WHEREAS, the Executive Committee of Parent and the respective Boards of Directors of Merger Subsidiary and the Seller deem it advisable for the general welfare and advantage of the respective corporations and their respective shareholders that, subject to the terms and conditions contained in this Plan of Merger and in that certain Agreement and Plan of Reorganization, dated January 6, 2000 (the "Reorganization Agreement"), and in accordance with the applicable laws of the State of Minnesota, Seller be merged with and into the Merger Subsidiary (the "Merger");

NOW, THEREFORE, the parties hereto, subject to the approval of Seller's shareholders as required by law, in consideration of the premises and of the mutual covenants and agreements contained herein and of the benefits to accrue to the parties hereto, have agreed and do hereby agree that Seller be merged with and into the Merger Subsidiary pursuant to the laws of the State of Minnesota, and do hereby agree upon, prescribe and set forth the terms and conditions of the Merger, the method of carrying the same into effect, and the manner and basis of converting shares of Seller into cash, as follows:

ARTICLE 1.

THE MERGER; CONVERSION OF SHARES

1.1 The Merger. Subject to the terms and conditions of this Plan of Merger, at the Effective Time (as defined in Section 1.2 hereof), Seller shall be merged with and into Merger Subsidiary in accordance with the provisions of the Minnesota Business Corporation Act (the "MBCA"), whereupon the separate corporate existence of Seller shall cease, and Merger Subsidiary shall change its name to Medtronic XRT Corporation, and continue as the surviving corporation (the "Surviving Corporation"). From and after the Effective Time, the Surviving Corporation shall possess all the property, rights, privileges, immunities, powers, and franchises and be subject to all the debts, liabilities, obligations, restrictions, disabilities, and duties of Seller and Merger Subsidiary, all as more fully described in the MBCA.

1.2 Effective Time. The Merger shall be effective upon filing with the Minnesota Secretary of State Articles of Merger including this Plan of Merger (the "Effective Time").

1.3 Conversion of Seller Stock and Options.

(a) For purposes of this Plan of Merger, the "Per Share Merger Consideration" shall equal a fraction, the numerator of which equals Eleven Million Four Hundred Thousand Dollars (\$11,400,000), and the denominator of which equals the sum of (i) the number of shares of Common Stock, \$.01 par value of Seller ("Seller Common Stock") outstanding as of immediately prior to the Effective Time, (ii) the number of shares of 5% Series A Cumulative Convertible Preferred Stock, \$.01 par value, of Seller ("Seller Series A Preferred Stock") outstanding as of immediately prior to the Effective Time multiplied by five and one-half (5.5), and (iii) the number of shares of Seller Common Stock purchasable upon exercise of all options, warrants and other rights to acquire Seller Common Stock ("Seller Options") that have a per share exercise price less than the Per Share Merger Consideration (such Seller Options referred to as "in the money Seller Options") as of immediately prior to the Effective Time, without regard to whether or not such in the money Seller Options are then exercisable or "vested"; provided, however, that the Seller Options shall not include (i) Seller Series A Preferred Stock or Series B Convertible Preferred Stock, \$.01 par value, of Seller ("Seller Series B Preferred Stock"), or (ii) options, warrants, convertible debt or other rights to acquire Seller Common Stock owned by Parent, Medtronic Asset Management, Inc. ("MAMI") or any of their affiliates.

(b) At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Seller Common Stock that is outstanding at the Effective Time (except for shares as to which the holders thereof have asserted dissenters' rights pursuant to Sections 302A.471 and 302A.473 of the MBCA and pursuant to Section 1.5 below) shall be cancelled and converted into the right to receive from the Surviving Corporation in cash, without interest, the Per Share Merger Consideration.

(c) At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Seller Series A Preferred Stock that is outstanding at the Effective Time (except for shares as to which the holders thereof have asserted dissenters' rights pursuant to Sections 302A.471 and 302A.473 of the MBCA and pursuant to Section 1.5 below) shall be cancelled and converted into the right to receive from the Surviving Corporation in cash, without interest, the Per Share Merger Consideration multiplied by five and one-half (5.5).

(d) At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Seller Series B Preferred Stock that is outstanding at the Effective Time shall be cancelled and converted into the right to receive from the Surviving Corporation in cash, without interest, the Per Share Merger Consideration multiplied by the number of shares of Seller Common Stock into which such share of Seller Series B Preferred is convertible as of immediately prior to the Effective Time.

(e) From and after the Effective Time, each in the money Seller Option shall, subject to Section 9.5 of Seller's 1993 Stock Option Plan (the "1993 Option Plan") with respect to Seller Options granted thereunder, represent the right to receive cash, without interest, in an amount equal to the product of (i) the Per Share Consideration minus the per share exercise price of such in the money Seller Option, multiplied by (ii) the number of shares of Seller Common Stock which may be purchased upon exercise of such in the money Seller Option, except that any Seller Options held by Steven F. Brandt or H. Ali Jaafar (both of whom has a contractual right which supersedes Section 9.5 of the 1993 Option Plan) shall not be subject to any limitation under Section 9.5 of the 1993 Option Plan or any corresponding provision of any option agreement. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each Seller Option having a per share exercise or conversion price higher than the Per Share Merger Consideration shall be cancelled without payment of any consideration.

(f) All such shares of Seller Common Stock, Seller Series A Preferred Stock, Seller Series B Preferred Stock, and Seller Options (collectively "Seller Equity"), when converted pursuant to this Section 1.3, shall no longer be outstanding and shall automatically be cancelled and each holder of a certificate or an option or warrant agreement (such stock certificates and option or warrant agreements referred to as "Certificates") which immediately prior to the Effective Time represented Seller Equity shall cease to have any rights with respect thereto, except the right to receive the amount of cash set forth in this Section 1.3.

1.4 Merger Subsidiary Stock. Each share of stock of Merger Subsidiary issued and outstanding at the Effective Time shall not be changed or converted by virtue of the Merger and shall remain the outstanding stock of the Surviving Corporation following the Merger, having rights and preferences identical to those which Merger Subsidiary had immediately prior to the Effective Time.

1.5 Seller Dissenters' Rights.

(a) Notwithstanding any provision of this Agreement to the contrary, any shares of Seller Common Stock or Seller Series A Preferred Stock held by a holder who has properly asserted dissenters' rights pursuant to Sections 302A.471 and 302A.473 of the MBCA with respect to such shares and who, as of the Effective Time, has not effectively withdrawn or lost such rights (the "Dissenting Shares") shall not be converted into or represent a right to receive the Per Share Merger Consideration pursuant to Section 1.3, but the holder thereof shall only be entitled to such rights as are granted by the MBCA.

(b) Notwithstanding the provisions of subsection (a) of this Section 1.5, if any holder of Dissenting Shares effectively withdraws or loses (through failure to perfect or otherwise) such dissenters' rights then, as of the later of the Effective Time or the occurrence of such event, such holder's Seller Common Stock or Seller Series A Preferred Stock shall automatically be converted into and represent only the right to receive the Per Share Merger Consideration as provided in Section 1.3, without interest

thereon, upon surrender of the Certificates representing such Seller Common Stock or Seller Series A Preferred Stock.

(c) Seller shall give Surviving Corporation (i) prompt notice of any notice of intent to assert dissenters' rights with respect to any Seller Common Stock or Seller Series A Preferred Stock, withdrawals of such notices, and any other instruments served pursuant to the MBCA and received by Seller and (ii) the opportunity to participate in all negotiations and proceedings with respect to the Dissenting Shares under the MBCA. Seller shall not, except with the prior written consent of Surviving Corporation, voluntarily make any payment with respect to any Dissenting Shares or offer to settle or settle any such demands.

1.6 Exchange of Seller Certificates.

(a) Parent and Seller shall enter into an agreement with a commercial bank (reasonably acceptable to Parent and Seller) to act as paying agent hereunder (the "Paying Agent") for the payment of the Per Share Merger Consideration upon surrender of the Certificates.

(b) Parent shall deposit or cause to be deposited in trust with the Paying Agent at the Effective Time cash in an aggregate amount necessary to make the payments required pursuant to Section 1.3 hereof to holders of Seller Equity that are outstanding immediately prior to the Effective Time (such amounts being hereinafter referred to as the "Payment Fund"). The Paying Agent shall, pursuant to irrevocable instructions, make the payments provided for in the preceding sentence out of the Payment Fund. The Payment Agent shall invest portions of the Payment Fund as the Parent directs, provided that substantially all such investments shall be in obligations of or guaranteed by the United States of America, in commercial paper obligations receiving the highest rating from either Moody's Investors Services, Inc., or Standard & Poor's Corporation, or in certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding \$100 million. The Payment Fund shall not be used for any other purpose, except as provided in this Agreement.

(c) As soon as practicable after the Effective Time, the Paying Agent shall mail to each holder of record of a Certificate, other than any holder of Dissenting Shares and holders of options to purchase Seller Common Stock, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon actual delivery of the Certificates to the Paying Agent, and shall be in a form and have such other provisions as Parent and Seller may reasonably specify) and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Per Share Merger Consideration. Upon surrender of a Certificate for cancellation to the Paying Agent or to such other agent or agents as may be appointed by the Surviving Corporation, together with such letter of transmittal, duly exercised, and such other documents as may reasonably be required by the Paying Agent, the Paying Agent shall promptly pay to the holder of such Certificate in exchange therefor the amount of cash into which the Seller Equity theretofore represented by such Certificate shall have been

converted pursuant to Section 1.3, and the Certificates so surrendered shall forthwith be cancelled; provided, however, that holders of options to purchase Seller Common Stock shall not be required to surrender a Certificate to receive the Per Share Merger Consideration for such options. No interest will be paid or will accrue on the cash payable upon the surrender of any Certificate. If payment is to be made to a person other than the person in whose name the Certificate so surrendered is registered, it shall be a condition of payment that such Certificate shall be properly endorsed or other wise in proper form for transfer or other taxes requesting such payment shall pay any transfer or other taxes required by reason of the payment to a person other than the registered holder of such Certificate or establish to the satisfaction of the Surviving Corporation that such tax has been paid or is not applicable. Until surrendered as contemplated by this Section 1.6(c), each Certificate shall be deemed at any time after the Effective time to represent only the right to receive upon such surrender the amount of cash, without interest, into which the Seller Equity theretofore represented by such Certificate shall have been converted pursuant to Section 1.3. Notwithstanding the foregoing, neither the Paying Agent nor any party shall be liable to a former holder of Seller Equity for any cash or interest delivered to a public official pursuant to applicable abandoned property, escheat or similar laws. Any portion of the Payment Fund (including the proceeds of any investments thereof) that remains unclaimed by the holders of Seller Equity for two years after the Effective Time shall be repaid to the Surviving Corporation.

(d) In the event any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and subject to such other conditions as the Board of Directors of the Surviving Corporation may reasonably impose, the Surviving Corporation shall issue in exchange for such lost, stolen or destroyed Certificate the Per Share Merger Consideration deliverable in respect thereof as determined in accordance herewith. When authorizing such issue of the Per Share Merger Consideration in exchange therefor, the Board of Directors of the Surviving Corporation may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed Certificate to give the Surviving Corporation a bond in such sum as it may reasonably direct as indemnity against any claim that may be made against the Surviving Corporation with respect to the Certificate alleged to have been lost, stolen or destroyed.

1.7 No Further Ownership Rights in Seller Stock. All cash paid upon the surrender of Certificates in accordance with the terms hereof shall be deemed to have been paid in full satisfaction of all rights pertaining to the Seller Equity theretofore represented by such Certificates.

1.8 Closing of Seller Transfer Books. At the Effective Time, the stock transfer books of Seller shall be closed and no registration of transfers of Seller Equity shall thereafter be made on the stock transfer books of the Surviving Corporation. If, after the Effective Time, Certificates are presented to the Surviving Corporation, they shall be cancelled and exchanged as provided in this Article 1.

1.9 Withholding. The Surviving Corporation or the Paying Agent will be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to any holder of Seller Options such amounts as the Surviving Corporation or the Paying Agent is required to deduct and withhold with respect to the making of such payment under the Internal Revenue Code of 1986, as amended (the "Code"), or any applicable provision of state, local or foreign tax law. To the extent that amounts are so withheld by the Surviving Corporation or the Paying Agent, such withheld amounts will be treated for all purposes of this Agreement as having been paid to the holder of the Seller Options in respect of which such deduction and withholding was made by the Surviving Corporation or the Paying Agent.

1.10 Articles of Incorporation. The Articles of Incorporation of Merger Subsidiary in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation of the Surviving Corporation, until amended in accordance with law, except that Article 1 of such Articles of Incorporation shall, at the Effective Time and pursuant to the Merger, be amended to read as follows: "The name of the Corporation is Medtronic XRT Corporation".

1.11 Bylaws. The Bylaws of the Merger Subsidiary in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Surviving Corporation, until amended in accordance with law.

1.12 Directors and Officers. The directors and the officers of Merger Subsidiary immediately prior to the Effective Time shall at and after the Effective Time continue as the directors and the officers, respectively, of the Surviving Corporation until their successors are elected and qualified.

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STATE OF MINNESOTA
FILED-DUPLICATE COPY

JAN 26 2000

Mary Kiffmeyer

PATENT

Secretary

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 MERGER, WHICH MERGES:

"MEDTRONIC XRT CORPORATION", A MINNESOTA CORPORATION, WITH AND INTO "MEDTRONIC AVE, INC." UNDER THE NAME OF "MEDTRONIC AVE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF FEBRUARY, A.D. 2000, AT 4:30 O'CLOCK P.M.

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



2269660 8100M

001052359

 Edward J. Freel, Secretary of State

0232816

AUTHENTICATION:

02-02-00

DATE:

PATENT

REEL: 010746 FRAME: 0189

CERTIFICATE OF MERGER
of
MEDTRONIC XRT CORPORATION, a Minnesota corporation
into
MEDTRONIC AVE, INC., a Delaware corporation

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify pursuant to the provisions of Section 252 of the Delaware General Corporation Law as follows:

FIRST: The names of the constituent corporations to the merger are Medtronic XRT Corporation, a Minnesota corporation, and Medtronic AVE, Inc., a Delaware corporation.

SECOND: An Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the provisions of Section 252 of the Delaware General Corporation Law.

THIRD: The surviving corporation will be Medtronic AVE, Inc., a Delaware corporation, which shall continue its existence as said surviving corporation upon the effective date of said merger pursuant to the provisions of the Delaware General Corporation Law.

FOURTH: The Certificate of Incorporation of Medtronic AVE, Inc. shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: An executed copy of the Agreement of Merger is on file at the office of Medtronic AVE, Inc., the address of which is 7000 Central Avenue N.E., Minneapolis, Minnesota 55432.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The authorized capital stock of Medtronic XRT Corporation consists of 2,500 shares of Common Stock, \$.10 par value.

EIGHTH: The effective date of the merger is upon filing of this Certificate with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate pursuant to the approval and authority duly given by resolutions adopted by the Board of Directors and sole stockholder of Medtronic XRT Corporation this 31st day of January, 2000.

MEDTRONIC AVE, INC.

By: Robert L. Ryan
Its Vice President and Chief Financial Officer

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