

09-15-2000



BSTZ Docket No. 3764.P173X

101457896

MPO
8.21.00

**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 Execution Date
Month Day Year

Name (line 1) Execution Date
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

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.)

Name (line 1)

Name (line 2)

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Address (line 2)

Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

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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: 011052 FRAME: 0812

Correspondent Name and Address

Area Code and Telephone Number

512-330-0844

Name William W. Kidd, Reg. No. 31,772

Address (line 1) Blakely, Sokoloff, Taylor & Zafman LLP

Address (line 2) 12400 Wilshire Boulevard

Address (line 3) Seventh Floor

Address (line 4) Los Angeles, California 90025-1026

Pages

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

7

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)

5,041,089

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.

1

Fee Amount

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

40

Method of Payment:
Deposit Account

Enclosed Deposit Account

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

Deposit Account Number:

02-2666

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.

William W. Kidd, Reg. No. 31,772

William W. Kidd

8-21-2000

Name of Person Signing

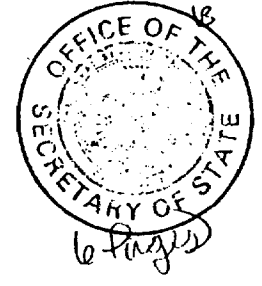
Signature

Date

State of California



SECRETARY OF STATE

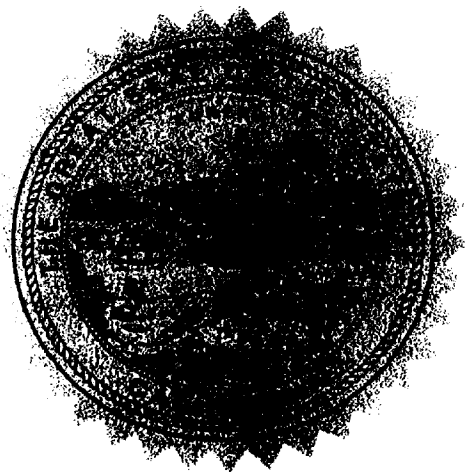


I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, 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

JAN - 5 1998



Bill Jones

Secretary of State

DEC 31 1997

AGREEMENT AND PLAN OF MERGER

BILL JONES, Secretary of State

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement"), is made and entered into as of December 31, 1997, by and between ADVANCED CARDIOVASCULAR SYSTEMS, INC., a California corporation ("ACS"), and DEVICES FOR VASCULAR INTERVENTION, INC., a California corporation ("DVI"). ACS and DVI are sometimes referred to in this Merger Agreement as the "Constituent Corporations".

W I T N E S S E T H:

WHEREAS, the Boards of Directors of the Constituent Corporations have each determined that it is in the best interests of their respective shareholders for DVI to merge with and into ACS (the "Merger"), with ACS to be the surviving corporation of the Merger, pursuant to the terms and conditions as set forth in this Merger Agreement and the applicable provisions of the laws of the State of California; and

WHEREAS, the authorized capital stock of ACS consists of 100 (One Hundred) shares of no par value Common Stock, of which, 100 (One Hundred) shares are issued and outstanding. The authorized capital stock of DVI consists of Thirty Million (30,000,000) shares of no par value Common stock, of which, 100 (One Hundred) shares are issued and outstanding;

WHEREAS, the Merger is intended to be treated as a reorganization pursuant to the provisions of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), by virtue of the provisions of Section 368(a)(2)(D) of the Code:

NOW, THEREFORE, the parties do hereby adopt this Merger Agreement and do hereby promise and agree that DVI shall merge with and into ACS on the following terms, conditions and other provisions:

1. Terms and Conditions.

1.1 The Merger. DVI shall be merged with and into ACS, and ACS shall be the surviving corporation (the "Surviving Corporation"), effective December 31, 1997 (the "Effective Date").

1.2 Succession. On the Effective Date, ACS shall succeed to all of the rights, privileges, powers and property, including without limitation all rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description and all of the debts, liabilities and duties of DVI in the manner as provided in the applicable provisions of the California Corporations Code.

1.3 Common Stock of DVI. Upon the Effective Date, the outstanding shares of DVI shall be canceled and no shares of ACS or other securities or consideration shall be issued in exchange therefor.

1.4 Common Stock of ACS. Upon the Effective Date, the outstanding shares of ACS shall remain outstanding and are not affected by the merger. Each stock certificate evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of ACS.

2. Charter Documents, Directors and Officers.

2.1 Articles of Incorporation and Bylaws.

(a) The Articles of Incorporation of ACS, in effect immediately prior to the Effective Date, shall be and may be certified as the Articles of Incorporation of the Surviving Corporation.

(b) The Bylaws of ACS 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 provisions thereof and applicable California law.

2.2 Directors. Ronald W. Dollens, Keith E. Brauer and Ginger L. Howard, directors of ACS shall remain the directors of the Surviving Corporation to serve until the expiration of their current terms and until their successors have been duly elected and qualified.

2.3 Officers. The officers of ACS immediately preceding the Effective Date shall remain the officers of the Surviving Corporation on the Effective Date to serve at the pleasure of its Board of Directors and in each case, until their respective successors have been duly appointed, qualified and elected.

3. Miscellaneous.

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

3.2 Amendment. At any time before or after approval by the shareholders of the Constituent Corporations, this Merger Agreement may be amended in any manner (except

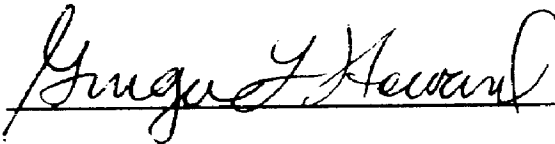
that any of the principal terms may not be amended without the approval of the shareholders of the Constituent Corporations) as may be determined in the judgment of the respective Board of Directors of DVI and ACS to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purpose and intent of this Merger Agreement.

3.3 Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the merger may be abandoned by the Board of Directors of either DVI or ACS or both, notwithstanding the approval of the Merger Agreement by the shareholders of the Constituent Corporations.

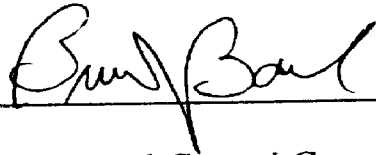
3.4 Counterparts. In order to facilitate the filing and certification of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by the Board of Directors of ACS and DVI, is hereby executed on behalf of each said corporation by their respective officers, as of the date first written above.

ADVANCED CARDIOVASCULAR
SYSTEMS, INC., a California corporation

By 

^{4/24} Its President and Chief Executive Officer

By 

^{4/24} Its Secretary and General Counsel .

DEVICES FOR VASCULAR
INTERVENTION, INC., a California
corporation

By *Gregory L. Howard*
Its Chairman of the Board

By *Brad Bar*
Its Secretary and General Counsel

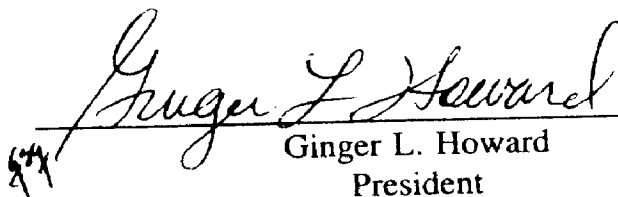
ADVANCED CARDIOVASCULAR SYSTEMS, INC.
OFFICERS'
CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER

Ginger L. Howard and Bruce J. Barclay certify that:

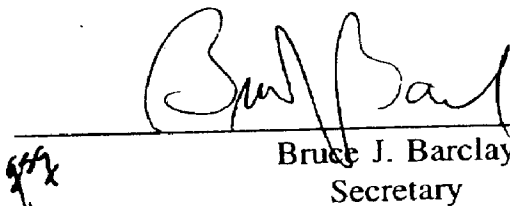
1. They are the President and Secretary, respectively, of Advanced Cardiovascular Systems, Inc., a California corporation (the "Surviving Corporation").
2. The number of outstanding shares of each class entitled to vote on the attached Agreement and Plan of Merger is one hundred (100) shares of the Surviving Corporation's Common Stock.
3. The Agreement and Plan of Merger in the form attached was duly approved by the Board of Directors and Sole Shareholder of the Surviving Corporation.
4. The Agreement and Plan of Merger was approved was by the holders of one hundred percent (100%) of the outstanding shares of the Surviving Corporation's Common Stock.
5. No vote of the shareholders of Guidant Corporation, the Surviving Corporation's parent and sole shareholder, was required.

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.

Dated: November 24, 1997



Ginger L. Howard
President



Bruce J. Barclay
Secretary

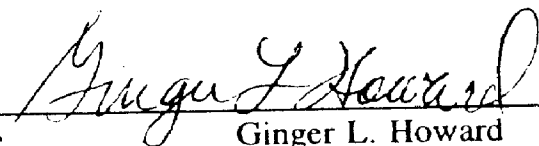
DEVICES FOR VASCULAR INTERVENTION, INC.
OFFICERS'
CERTIFICATE OF APPROVAL
OF
AGREEMENT AND PLAN OF MERGER

Ginger L. Howard and Bruce J. Barclay certify that:

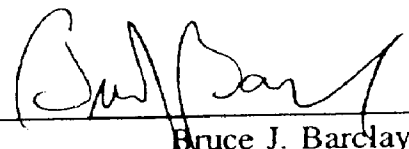
1. They are the Chairman of the Board and Secretary, respectively, of Devices for Vascular Intervention, Inc., a California corporation (the "Merging Corporation").
2. The number of outstanding shares of each class entitled to vote on the attached Agreement and Plan of Merger is ^{One} ~~Hundred~~ (100) shares of the Merging Corporation's Common Stock.
3. The Agreement and Plan of Merger in the form attached was duly approved by the Board of Directors and Sole Shareholder of the Merging Corporation.
4. The Agreement and Plan of Merger was approved was by the holders of one hundred percent (100%) of the outstanding shares of the Merging Corporation's Common Stock.
5. No vote of the shareholders of Guidant Corporation, the Merging Corporation's parent and sole shareholder, was required.

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.

Dated: November 24, 1997



Ginger L. Howard
Chairman of the Board



Bruce J. Barclay
Secretary