Name (line 1) Devices for Vascular Intervention, Inc.  Name (line 2)  Second Party Name (line 1)  Name (line 2)  Receiving Party  Name (line 1)  Advanced Cardiovascular Systems, Inc.  Name (line 2)  Address (line 1)  Address (line 2)  Address (line 3)  Santa Clara  Calv  California  California  California  State (County)  State (County)  State (County)  Address (line 3)  Address (line 4)  FOR OFFICE USE ONLY				IPE		•
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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	BSTZ Docket I	No. 3764.P144C	A VB	40EWAEKS	, 10	1464247
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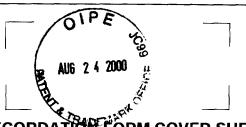
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FORM PTO Expires 06/30/99 OMB 0651-0027	D-1619B	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT	
Correspond	ent Name and Address	Area Code and Telephone Numb	er 512-330-0844	
Name	William W. Kidd, Reg. No. 31,7	72		
Address (line 1)	Blakely, Sokoloff, Taylor & Zafn	nan LLP		
Address (line 2)	12400 Wilshire Boulevard			
Address (line 3)	Seventh Floor			
Address (line 4)	Los Angeles, California 90025-	1026		
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Method of Payment: Enclosed X Deposit Account Deposit Account				
(Enter for payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number: # 02-2666				
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Statement a	nd Signature			
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	ld, Reg. No. 31,772	Walliam W. Ku. Signature	del 8-23-2000	
	of Person Signing	Signature	Date	

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BSTZ Docket No. 3764.P144C



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

RECORDATION FORM COVER SHEET					
PATENTS ONLY					
	s: Please record the attached original document(s) or copy(ies).				
Submission Type	Conveyance Type				
New	Assignment Security Agreement				
Resubmission (Non-Recordation) Document ID#	License Change of Name				
Correction of PTO Error Reel # Frame #	<b>✗</b> Merger				
Corrective Document	U.S. Government (For Use ONLY by U.S. Government Agencies)				
Reel # Frame #	Departmental File Secret File				
Conveying Party(ies)	Mark if additional names of conveying parties attached Execution Date  Month Day Year				
Name (line 1) Devices for Vascular Intervention,	Inc. 11-24-97				
Name (line 2)					
Second Party	Execution Date Month Day Year				
Name (line 1)					
Name (line 2)					
Receiving Party	Mark if additional names of receiving parties attached				
Name (line 1) Advanced Cardiovascular System	is all assignment and the				
Name (line 2)	receiving party is not domiciled in the United States, an appointment				
Address (line 1) 3200 Lakeside Drive	of a domestic representative is attached.				
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Address (line 2)	Assignment.)				
Address (line 3) Santa Clara	California 95054				
Domestic Representative Name and Ac					
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# Page 2

U.S. Department of Commerce

Expires 06/30/99 OMB 0651-0027	raye z	Patent and Trademark Office PATENT		
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 convey including any attachments.	yance document # 7		
<b>Application</b>	Number(s) or Patent Number(s)	Mark if additional numbers attached		
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Method of Payment: Enclosed X Deposit Account 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 additi	onal fees: Yes X No		
Statement a	and Signature			
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   William W. Ki	dd, Reg. No. 31,772 Wallam u	D. Kidel 8-23-2000		
	e of Person Signing Signature	Date		

**PATENT** 





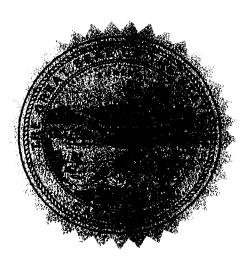


I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

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



Jelljones

Secretary of State

97 35085

In the office of the Secretary of State of the State of California

DEC 3 1 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 <u>ADVANCED</u> <u>CARDIOVASCULAR SYSTEMS, INC.</u>, a California corporation ("ACS"), and <u>DEVICES FOR VASCULAR INTERVENTION, INC.</u>, a California corporation ("DVI"). ACS and DVI are sometimes referred to in this Merger Agreement as the "Constituent Corporations".

#### WITNESSETH:

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 merger with and into ACS on the following terms, conditions and other provisions:

#### 1. Terms and Conditions.

- 1.1 <u>The Merger.</u> 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 <u>Succession</u>. 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.

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- 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 <u>Common Stock of ACS</u>. 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 <u>Directors</u>. 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 <u>Amendment</u>. At any time before or after approval by the shareholders of the Constituent Corporations, this Merger Agreement may be amended in any manner (except

-2-

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

Its President and Chief Executive Officer

Its Secretary and General Counsel.

-3-

DEVICES FOR VASCULAR INTERVENTION, INC., a California corporation

By Mugu F Soward

Its Chairman of the Board

Ву

Its Secretary and General Counsel

-4-

# 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 Hundred (100) shares of the Surviving Corporation's Common Stock.
- 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.
- 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.
- 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

Bruke J. Barclay

Secretary

12634352

# 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 Rundred (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

**RECORDED: 08/24/2000** 

Ginger L. Howard

Chairman of the Board

ruce J. Barclay

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