

04-18-01

04-26-2001

RECORDATION FORM COVER SHEET
PATENTS ONLY



101688087

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

1. Name of conveying party(ies):
NEO-CORE, LLC a Colorado Limited Liability Corporation
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: NEOCORE INC. a Delaware Corporation
Internal Address: -

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

Street Address: 2864 S. Circle Dr., #1200
City: Colorado Springs State: CO ZIP: 80906
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent numbers(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s)
09/419,217; 09/672,754; 60/159,722; 60/240,427
60/240,028; 60/240,578; 60/240,428; 60/240,717
60/240,574; 60/240,155; 60/243,253; 60/243,255
09/768,102; 09/767,797; 09/768,101; 09/767,493

B. Patent No.(s)
5,942,002; 5,742,611; 6,157,617; 6,167,400
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Law Office of Dale Halling, LLC.
Internal Address: _____
Street Address: 24 S. Weber, Ste 311
City: Colorado Springs State: CO ZIP: 80903

6. Total number of applications and patents involved:
7. Total fee (37 CFR 2.6(b)(7)): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Dale B. Halling Signature 4/17/01 Date
Name of Person Signing
Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)
Do not detach this portion
Mail documents to be recorded with required cover sheet information
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-100C, Washington, D.C.20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503



NEO-CORE, LLC
A COLORADO LIMITED LIABILITY COMPANY

AND

NEOCORE INC.
A DELAWARE CORPORATION

STATEMENT OF MERGER

Pursuant to Section 7-90-203(5) of the Colorado Corporations and Associations Act, this Statement of Merger is executed this 30th day of March, 2001, by Neo-Core, LLC ("Neo-Core Colorado") and NeoCore Inc. ("NeoCore Delaware").

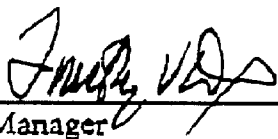
1. Neo-Core Colorado is a Colorado limited liability company. NeoCore Delaware is a Delaware corporation.
2. The name of the surviving entity is NeoCore Inc., a Delaware corporation. The principal office of NeoCore Delaware is located at 2864 S. Circle Dr., #1200, Colorado Springs, CO 80906
3. The effective date of the merger is March 30 2001.

FILED - CUSTOMER COPY
DONETTA DAVIDSON
COLORADO SECRETARY OF STATE

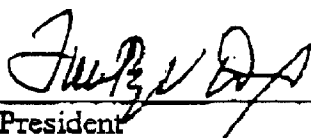
20011067075 0
\$ 110.00
SECRETARY OF STATE
03-30-2001 16:42:58

IN WITNESS WHEREOF, Neo-Core Colorado and NeoCore Delaware, the parties to the merger, have caused this Statement of Merger to be signed in their respective entity names and on their behalf by the manager or president of each such entity as of the 30th day of March, 2001.

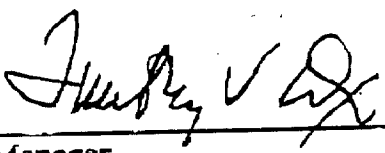
NEO-CORE, LLC
a Colorado limited liability company

By: 
Manager
Timothy V. Dix

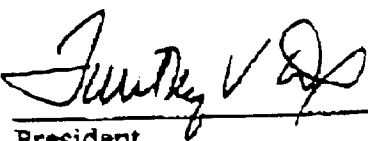
NEOCORE, INC., a Delaware corporation

By: 
President
Timothy V. Dix

THE UNDERSIGNED Manager of Neo-Core, LLC, a Colorado limited liability company, who executed on behalf of said corporation, hereby acknowledges that the facts stated in the foregoing Statement of Merger are true and that the acts and deeds therein certified are the acts and deeds of the said limited liability company.


Manager
Timothy V. Dix

THE UNDERSIGNED President of NeoCore, Inc., a Delaware corporation, who executed on behalf of said corporation, hereby acknowledges that the facts stated in the foregoing Statement of Merger are true and that the acts and deeds therein certified are the acts and deeds of the said corporation.


President
Timothy V. Dix



State of Delaware

Office of the Secretary of State

I, HARRIET SMITH WINDSOR, 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:

"NEO-CORE, LLC", A COLORADO LIMITED LIABILITY COMPANY, WITH AND INTO "NEOCORE INC." UNDER THE NAME OF "NEOCORE INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF MARCH, A.D. 2001 AT 6:05 O'CLOCK P.M.

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



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3375003 8100M

AUTHENTICATION: 1057044

010158773

DATE: 03-30-01

PATENT
REEL: 011700 FRAME: 0770



NEO-CORE, LLC
A COLORADO LIMITED LIABILITY COMPANY

AND

NEOCORE INC.
A DELAWARE CORPORATION

CERTIFICATE OF MERGER

Pursuant to Section 264 (c) of the Delaware General Corporation Law, this Certificate of Merger is executed this 30th day of March, 2001, by Neo-Core, LLC ("Neo-Core Colorado") and NeoCore, Inc. ("NeoCore Delaware").

1. Neo-Core Colorado is a Colorado limited liability company domiciled in Colorado. NeoCore Delaware is a Delaware corporation domiciled in Delaware.

2. An Agreement and Plan of Merger (the "Agreement") dated March 30, 2001, has been approved, adopted, certified, executed and acknowledged by each of Neo-Core Colorado and NeoCore Delaware in accordance with Section 264 (c) of the Delaware General Corporation Law.

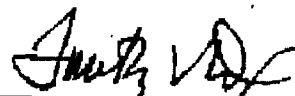
3. The name of the surviving corporation is NeoCore, Inc., a Delaware corporation.

4. The certificate of incorporation of NeoCore Delaware shall be the certificate of incorporation of the surviving corporation.

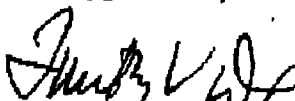
5. The executed Agreement is on file at an office of the surviving corporation located at 2864 South Circle Dr., Suite 1200, Colorado Springs, Colorado 80906, and a copy of the Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of the surviving corporation or to any member of Neo-Core Colorado.

IN WITNESS WHEREOF, Neo-Core Colorado and NeoCore Delaware, the parties to the merger, have caused this Certificate of Merger to be signed in their respective entity names and on their behalf by the manager or president of each such entity as of the 30th day of March, 2001.

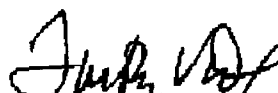
NEO-CORE, LLC
a Colorado limited liability company

By: 
Manager - Timothy V. Dix

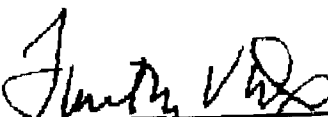
NEOCORE INC., a Delaware corporation

By: 
President - Timothy V. Dix

THE UNDERSIGNED Manager of Neo-Core, LLC, a Colorado limited liability company, who executed on behalf of said corporation, hereby acknowledges that the facts stated in the foregoing Certificate of Merger are true and that the acts and deeds therein certified are the acts and deeds of the said limited liability company.


Manager - Timothy V. Dix

THE UNDERSIGNED President of NeoCore Inc., a Delaware corporation, who executed on behalf of said corporation, hereby acknowledges that the facts stated in the foregoing Certificate of Merger are true and that the acts and deeds therein certified are the acts and deeds of the said corporation.


President - Timothy V. Dix



AGREEMENT AND PLAN OF MERGER

NEO-CORE, LLC
A COLORADO LIMITED LIABILITY COMPANY,
AND
NEOCORE INC.
A DELAWARE CORPORATION

THIS AGREEMENT AND PLAN OF MERGER dated as of March ~~30~~, 2001, (the "Agreement") is between Neo-Core, LLC, a Colorado Limited Liability Company ("Neo-Core Colorado"), and NeoCore Inc., a Delaware Corporation ("NeoCore Delaware"). Neo-Core Colorado and NeoCore Delaware are sometimes referred to herein as the "Constituent Entities."

RECITALS

a. Neo-Core Colorado is a limited liability company duly organized and existing under the laws of the State of Colorado and has authorized, issued, and outstanding 17,247,552 Units of membership interest, all of which are designated "Units."

b. NeoCore Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital stock of 70,000,000 shares of stock, \$0.001 par value, 50,000,000 of which are designated "Common Stock" and 20,000,000 of which are designated "Preferred Stock". As of the date above, no shares of capital stock of NeoCore Delaware were issued and outstanding.

c. The respective members and managers, and directors, of each of the Constituent Entities have determined that it is advisable and in the best interests of each Constituent Entity and its members that Neo-Core Colorado merge with and into NeoCore Delaware upon the terms and conditions herein provided.

d. As of the date above, the respective members and managers, and directors, of each of the Constituent Entities have approved the adoption of this Agreement and Plan of Merger in accordance with the requirements of Delaware and Colorado law.

e. As soon as is practicable after the Effective Date, and as an integral (but not conditional) part of the transactions provided for in this Agreement, NeoCore Delaware plans to issue to at least one venture capital firm (the "Venture Firm") shares of its Series A Convertible Preferred Stock, intending that the Venture Firm shall be one of the transferors of property to NeoCore Delaware in the organization of NeoCore Delaware under Section 351 of the Internal Revenue Code of 1986 (as amended).

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Constituent Entities hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

A. Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law and the Colorado Corporations and Associations Act, Neo-Core Colorado shall be merged with and into NeoCore Delaware (the "Merger"), the separate existence of Neo-Core Colorado shall cease and NeoCore Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be NeoCore Inc.

B. Filing and Effectiveness. The Merger shall become effective on the earlier of (i) March 30, 2001, provided that the following actions shall have been completed or (ii) on such day after March 30, 2001, when the following actions are first completed:

1. An executed Certificate of Merger meeting the requirements of Section 264(c) of the Delaware General Corporation Law shall have been filed with the Delaware Secretary of State; and

2. An executed Statement of Merger meeting the requirements of Section 7-90-203(5) of the Colorado Corporations and Associations Act shall have been filed with the Colorado Secretary of State.

The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Date of the Merger" or the "Effective Date".

C. Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Neo-Core Colorado shall cease and NeoCore Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) shall be subject to all actions previously taken by its Board of Directors and Neo-Core Colorado's Members and Managers, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of Neo-Core Colorado in the manner as more fully set forth in Section 264(e) of the Delaware General Corporations Law and in Section 7-90-204 of the Colorado Corporations and Associations Act, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date of the Merger and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of Neo-Core Colorado in the same manner as if NeoCore Delaware had itself incurred them, all as more fully provided for under the applicable provisions of the Delaware General Corporation Law and the Colorado Corporations and Associations Act.

II. CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

A. Certificate of Incorporation. The Certificate of Incorporation of NeoCore Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

B. Bylaws. The Bylaws of NeoCore Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

C. Directors and Officers. The directors and officers of the Surviving Corporation shall be as follows until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation:

Directors

Timothy V. Dix
Christopher L. Brandin
James T. Rothe

Officers

<u>Name</u>	<u>Title</u>
Timothy V. Dix	President, CEO and Co-chairman
Christopher L. Brandin	CTO and Co-chairman
Flint Seaton	Secretary-Treasurer

III. MANNER OF CONVERSION OF STOCK

A. Neo-Core Colorado Units of Membership Interest. Upon the Effective Date of the Merger, each Unit of membership interest of Neo-Core Colorado issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Entities, be converted into and exchanged for, one fully paid and non-assessable share of Common Stock, \$0.001 par value, of the Surviving Corporation. Any remaining fractional shares shall be eliminated.

B. Neo-Core Colorado Options, Stock Purchase Rights and Convertible Securities.

1. Warrants. Upon the Effective Date of the Merger, each warrant to purchase Units of membership interest of Neo-Core Colorado outstanding immediately prior to the Effective Date, by virtue of the Merger and without any action by the Constituent Entities, shall be converted into and exchanged for, warrants to purchase Common Stock, \$0.001 par value, of the Surviving Corporation, which warrants when so issued will entitle each individual holder of warrants to purchase Units of Neo-Core Colorado, to acquire, on the same terms and conditions, the same number of shares of the Common Stock of the Surviving Corporation as the holder of the Neo-Core

Colorado warrant would have been entitled to receive pursuant to the Merger, had such holder exercised such warrant in full immediately prior to the Effective Date, provided that any fractional share of Common Stock of the Surviving Corporation shall be rounded down to the nearest whole share.

2. Options. Upon the Effective Date of the Merger, all outstanding options to purchase Units of membership interest in Neo-Core Colorado shall be cancelled. Upon the Effective Date of the Merger, Neo-Core Delaware shall issue to each individual or entity which held such options to purchase Units of membership interest in Neo-Core Colorado, non-qualified or incentive stock options, as applicable, to purchase Common Stock, \$0.001 par value, of the Surviving Corporation, which options when so issued will entitle each individual so listed to acquire, on the same terms and conditions, the same number of shares of the Common Stock of the Surviving Corporation as the holder of the Neo-Core Colorado option would have been entitled to receive pursuant to the Merger, had such holder been entitled to exercise such option in full immediately prior to the Effective Date, provided that any fractional share of Common Stock of the Surviving Corporation shall be rounded down to the nearest whole share.
3. Note Conversion. Immediately prior to and as a condition to completion of the Merger, the requisite number of holders of Convertible Promissory Notes of the Company, Series A or B, in the aggregate sum (principal and accrued interest through March 31, 2001) of \$6.28 million (the "Convertible Notes"), shall have surrendered to the Company such holder's Convertible Note, appropriately marked paid-in-full and cancelled, and such holder shall have been issued, or shall have received the Company's irrevocable commitment to issue, the Units of membership interest in the Company into which such Note is convertible. No accrued interest shall be paid to any such holder in connection with such surrender and cancellation.
4. Other Rights. Neo-Core Colorado hereby represents and warrants that except for the warrants to purchase securities of Neo-Core Colorado described in paragraph B.1, above, the options to purchase securities of Neo-Core Colorado described in paragraph B.2, above, and the Convertible Promissory Notes of Neo-Core Colorado, described in paragraph B.3, above, all of which are to be cancelled or converted in connection with the Merger pursuant to paragraphs B.1, 2 and 3, there are no outstanding options or rights to acquire Units, securities or other ownership interests of Neo-Core Colorado, nor has Neo-Core Colorado made any legally binding commitment to grant or issue any such options or rights.

C. Exchange of Certificates. After the Effective Date of the Merger, each holder of any outstanding certificates (if certificated) representing Units of Neo-Core Colorado membership interest or warrants to purchase such interest, may, at such holder's option, surrender the same for cancellation to

the Surviving Corporation, as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered shares were converted as herein provided, or the number of warrants to purchase shares of the Surviving Corporation's Common Stock into which the surrendered warrants were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing Units of Neo-Core Colorado membership interest or warrants to purchase such Units shall be deemed for all purposes to represent the number of whole shares of Common Stock of the Surviving Corporation into which such Units of Neo-Core Colorado membership interest were converted in the Merger, or the number of warrants to purchase shares of the Surviving Corporation's Common Stock into which the surrendered warrants were converted.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate for Units of membership interest shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing capital stock of the Surviving Corporation so issued in the Merger shall bear such legends with respect to restrictions on transferability as the Board of Directors of the Surviving Corporation may determine are necessary for compliance with applicable laws and for compliance with the Bylaws or other resolutions of the Surviving Corporation.

If any certificate for shares of NeoCore Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer.

D. Non-consenting Note Holders. After the Effective Date of the Merger, each holder of the Convertible Notes that has not consented to conversion may surrender his or her Note, marked paid-in-full, for cancellation to the Surviving Corporation, as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of the Surviving Corporation's Common Stock into which the surrendered Convertible Note was converted as herein provided. Until so surrendered, each such outstanding Convertible Note shall be deemed for all purposes to have been converted and to represent the number of whole shares of Common Stock of the Surviving Corporation that would have been received by the holder in the Merger had the Note been surrendered and converted into Units of Neo-Core Colorado membership interest.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding Convertible Note shall, until such Note shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and

other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding Note as provided above.

All certificates representing capital stock of the Surviving Corporation to be issued pursuant to this section D, shall bear such legends with respect to restrictions on transferability as the Board of Directors of the Surviving Corporation may determine are necessary for compliance with applicable laws and for compliance with the Bylaws or other resolutions of the Surviving Corporation.

If any certificate for shares of NeoCore Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer.

IV. GENERAL

A. Covenants of NeoCore Delaware. Subject to the provisions of paragraph IV.C, below, NeoCore Delaware covenants and agrees that it will, on or before the Effective Date of the Merger:

1. File any and all documents with the Delaware and Colorado State Tax Authorities necessary for the assumption by NeoCore Delaware of all of the tax liabilities, if any, of Neo-Core Colorado;

2. Take such actions as may be required by the Colorado Corporations and Associations Act or the Delaware General Corporation Law to give effect to the Merger;

3. Authorize issuance of the stock purchase warrants exercisable for shares of Common Stock of the Surviving Corporation described in III.B. of this Agreement.

4. Adopt the NeoCore Delaware 2001 Stock Option Plan and authorize the conversion of options described in III. B. of this Agreement.

B. Covenants of Neo-Core Colorado. Subject to the provisions of paragraph IV.C, below, Neo-Core Colorado covenants and agrees that it will, on or before the Effective Date of the Merger:

1. Take such actions as may be required by the Colorado Corporations and Associations Act and the Delaware General Corporation Law to give effect to the Merger contemplated hereby;

2. Cause all convertible promissory notes issued by Neo-Core Colorado to be converted into Units of membership interest in Neo-Core Colorado or to be otherwise satisfied in full.

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

D. Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Managers or Board of Directors of either Neo-Core Colorado or NeoCore Delaware, or both, notwithstanding the approval of this Agreement by the members of Neo-Core Colorado or by the Board of Directors of NeoCore Delaware, or by both.

E. Amendment. The Managers or Board of Directors of the Constituent Entities may amend this Agreement at any time prior to the Effective Date provided that an amendment made after to the adoption of this Agreement by the members of Neo-Core Colorado shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the Units, warrants, options, or shares of any class or series thereof of such Constituent Entity, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be in effect after the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class of Units or shares, or series thereof, of such Constituent Entity, unless such action has been approved by holders of a majority of the issued and outstanding Units of membership interest of Neo-Core Colorado.

F. Registered Office - Colorado. The registered office of the Surviving Corporation in the State of Colorado is located at 2864 S. Circle Dr., #1000, Colorado Springs, CO 80906. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation as set forth above and will be furnished to any member or stockholder of either Constituent Entity, upon request and without cost.

G. Expenses. Each party to the transactions contemplated by this Agreement (including, without limitation, Neo-Core Colorado, NeoCore Delaware and their respective members and stockholders) shall pay its own expenses, if any, incurred in connection with such transactions.


H. Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Colorado and, so far as applicable, the merger provisions of the Delaware General Corporation Law and the Colorado Corporations and Associations Act.

I. Counterparts. In order to facilitate the filing and recording of this Agreement, the same

may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

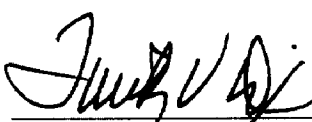
IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Directors of NeoCore Delaware and the Members and Managers of Neo-Core Colorado, is hereby executed on behalf of each of such two entities and attested by their respective officers thereunto duly authorized.

Neo-Core, LLC, a
Colorado limited liability company

By: 

Timothy V. Dix, Manager

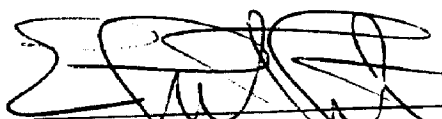
NeoCore Inc., a Delaware corporation

By: 

Timothy W. Dix, President & CEO

CERTIFICATION

The undersigned secretary of NeoCore Inc. certifies that this Agreement and Plan of Merger ("Agreement") has been adopted pursuant to Section 264 and 251(f) of the Delaware General Corporation Law; no shares of stock of NeoCore Inc. were issued prior to the adoption by the Board of Directors of the resolution approving the Agreement.



Flint Seaton, Secretary