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12.7.01

12-11-2001



To the Honorable Commissioner of Patents at

101912099

Original documents or copy thereof.

1. Name of conveying party(ies):

CDR Acquisition, Inc.

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: 1 March 2000

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

Name: Cedar Technologies, Inc.

Street Address: 5250 West 74<sup>th</sup> Street, Suite 8C

City: Edina State: MN ZIP: 55439

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

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). 5,946,216 Granted  
August 31, 1999

Title: VERTICAL TRANSPORT DEVICE FOR RECORDING AND VERIFYING PLASTIC DISKS

Additional numbers attached?  Yes  No

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

Name: Russell D. Slifer  
Address: Fogg Slifer & Polglaze, P.A.  
P.O. Box 581009  
Minneapolis, MN 55458-1009

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR §3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to Deposit account number: 501373

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is an original or a true copy of the original document.

Russell D. Slifer/Reg. #39,838  
Name of Person Signing

Signature

12/5/01

Date

Total number of pages including cover sheet, attachments, and document(s): 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

12/10/2001 BBYRME 00000100 5946216  
01 FC:581 40.00 DP

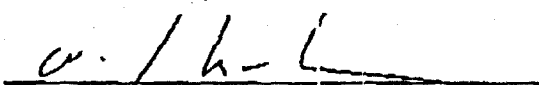
ARTICLES OF MERGER  
BETWEEN  
CDR ACQUISITION, INC.  
AND  
CEDAR TECHNOLOGIES, INC.

The undersigned, William J. McMahon, the President of Cedar Technologies, Inc., a Minnesota corporation (the "Surviving Corporation"), and Bernard P. Aldrich, the President and Chief Executive Officer of CDR Acquisition, Inc., a Minnesota corporation ("Newco"), hereby certify as follows:

1. Attached hereto as Exhibit A is the plan of merger (the "Plan of Merger"), for the merger of Newco with and into the Surviving Corporation.
2. The Plan of Merger has been approved by the Surviving Corporation and Newco pursuant to Chapter 302A of the Minnesota Business Corporation Act.
3. The merger shall be effective upon the filing of these Articles of Merger with the Secretary of State of Minnesota.

IN WITNESS WHEREOF, the undersigned President of Cedar Technologies, Inc. and the President and Chief Executive Officer of CDR Acquisition, Inc. have executed this document and on behalf of their respect corporation this 1<sup>st</sup> day of March, 2000.

CEDAR TECHNOLOGIES, INC.

  
William J. McMahon  
President and Secretary

CDR ACQUISITION, INC.


  
Bernard P. Aldrich  
President and Chief Executive Officer

Exhibit A

**PLAN OF MERGER****ARTICLE I  
THE MERGER**

**SECTION 1.1 The Merger.** Upon the terms and subject to the conditions set forth in this Plan of Merger, at the Effective Time, Newco will be merged with and into Cedar Technologies, Inc. (the "Company") in accordance with the Minnesota Business Corporations Act ("MBCA"), whereupon the separate existence of Newco will cease, and the Company will continue as the surviving corporation (the "Surviving Corporation").

**SECTION 1.2 Articles of Merger; Effective Time.** As soon as practicable after satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, the parties will cause the Merger to be consummated by filing articles of merger (the "Articles of Merger") with the Secretary of State of the State of Minnesota and make all other filings or recordings required by MBCA in connection with the Merger and the transactions contemplated by this Agreement. The Merger will become effective at such time as the Articles of Merger are duly filed with the Secretary of State of the State of Minnesota or at such later time as may be agreed by the parties in writing and specified in the Articles of Merger (the "Effective Time").

**SECTION 1.3 Effect of Merger.** From and after the Effective Time, the Surviving Corporation will possess all the rights, privileges, powers, and franchises and be subject to all of the restrictions, disabilities, and duties of the Company and Newco, all as provided under Minnesota Law.

**SECTION 1.4 Closing.** The closing of the Merger (the "Closing") will take place at 10:00 a.m. on a date to be specified by the parties, which will be no later than the second business day after satisfaction or waiver of the conditions set forth in Article VII of the Agreement and Plan of Merger (the "Closing Date"), at a time and place and by a method as mutually agreed to by the parties.

**SECTION 1.5 Articles of Incorporation; Bylaws.** At the Effective Time, the articles of incorporation and bylaws of Newco, as in effect immediately prior to the Effective Time, will be the articles of incorporation and bylaws of the Surviving Corporation.

**SECTION 1.6 Directors and Officers.** The officers and directors of Newco immediately prior to the Effective Time will be the initial officers and directors of the Surviving Corporation.

PATENT

REEL: 012343 FRAME: 0718

ARTICLE II  
CONVERSION OF SECURITIES;  
EXCHANGE OF CERTIFICATES

SECTION 2.1 Conversion of Securities.

(a) Company Common Stock. At the Effective Time, by virtue of the Merger and without any action on the part of RIMG, Newco, the Company, the Surviving Corporation or the holders of any of the shares of Company Common Stock, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time will be converted into and become a right to receive the number of shares of the common stock, \$.01 par value, of RIMG ("RIMG Common Stock") as is equal to the Consideration per Share divided by the Fair Market Value of RIMG Common Stock at the Closing Date (such ratio being hereafter referred to as the "Exchange Ratio"). The holder of any such share of Company Common Stock shall be entitled to receive, on and after the Effective Time and upon surrender of such holder's certificate for Company Common Stock in accordance with Section 2.1 below, a certificate for the number of shares of RIMG as is equal to 90%, rounded down to the nearest whole number, of the shares otherwise issuable under this Section 2.1(a) to such holder, and the remaining shares shall be issued and deposited with the Escrow Agent in accordance with the Escrow Agreement.

(b) Effect on Stock Options and Warrants. Any option (individually, a "Stock Option" and, collectively, the "Stock Options") issued pursuant to the Company's 1996 Stock Option Plan (the "Option Plan") and outstanding immediately prior to the Effective Time (an "Outstanding Stock Option"), and any warrant to purchase Company Common Stock outstanding immediately prior to the Effective Time ("Outstanding Warrants") will be converted into, without any further action on the part of RIMG or the Surviving Corporation, an option to purchase the number of shares of RIMG as is equal to the number of shares subject to such Outstanding Stock Options or Outstanding Warrants immediately prior to the Effective Time multiplied by the Exchange Ratio, and the exercise price of such Outstanding Stock Options and Outstanding Warrants will be equal to their exercise price immediately prior to the Effective Time divided by the Exchange Ratio. RIMG shall notify each holder of Outstanding Stock Options and Outstanding Warrants, as soon as practicable after the Effective Time, of the number of shares of RIMG Common Stock, and the exercise price per share of RIMG Common Stock, resulting from conversion.

(c) Certain Definitions. For purposes of this Section 2.1, the following terms will have the meanings set forth below:

(1) "Consideration per Share" will mean the quotient of (1) \$10,250,000, less the Seller Brokerage Fee (as such term is defined in the Agreement and Plan of Merger) to the extent an obligation of the Company; divided by (2) the sum of the number of shares of Company Common Stock outstanding, plus the number of shares of Company Common Stock reserved for issuance pursuant to Outstanding Stock Options or Outstanding Warrants immediately prior to the Effective Time.

(2) "Fair Market Value" per share of RIMG Common Stock will be deemed to be the average of the closing sale price of RIMG Common Stock on the NASDAQ Stock Market over the ninety (90) trading days ending (and including) the third trading day immediately preceding the Closing Date.

## SECTION 2.2 Dissenting Shares.

(a) Notwithstanding anything in this Plan of Merger to the contrary, shares of Company Common Stock that are issued and outstanding immediately prior to the Effective Time and which are held by shareholders who have not voted such shares in favor of the Merger, who will have delivered, prior to any vote on the Merger, a written demand for the fair value of such shares in the manner provided in Section 302A.473 of the MBCA and who, as of the Effective Time, will not have effectively withdrawn or lost such right to dissenters' rights ("Dissenting Shares") will not be converted into or represent a right to receive RIMG Common Stock pursuant to Section 2.1 hereof, but the holders thereof will be entitled only to such rights as are granted by Section 302A.473 of the MBCA. Each holder of Dissenting Shares who becomes entitled to payment for such shares pursuant to Section 302A.473 of the MBCA will receive payment therefor from the Surviving Corporation in accordance with the MBCA; *provided that*, if any such holder of Dissenting Shares will have effectively withdrawn such holder's demand for the fair value of such shares or lost such holder's right to dissent and payment of such shares under Section 302A.473 of the MBCA, such holder or holders (as the case may be) will forfeit the right to the fair value of such shares and each such share will thereupon be deemed to have been canceled, extinguished and converted, as of the Effective Time, into and represent the right to receive payment from the Surviving Corporation of the Merger Consideration, as provided in Section 2.1 hereof.

(b) The Company will give RIMG (1) prompt notice of a written demand for fair value, any withdrawal of a demand for fair value and any other instrument served pursuant to Section 302A.473 of the MBCA received by the Company, and (2) the opportunity to direct all negotiations and proceedings with respect to demands for fair value under such Section 302A.473 of the MBCA. The Company will not, except with the prior written consent of RIMG, voluntarily make any payment with respect to any demand for fair value or offer to settle or settle any such demand.

**SECTION 2.3 Rights of Holders of Company Common Stock.** On and after the Effective Time and until surrendered for exchange, each outstanding stock certificate (a "Certificate") which immediately prior to the Effective Time represented shares of Company Common Stock (other than Dissenting Shares) will be deemed for all purposes, except as provided in Section 2.4, to evidence ownership of and to represent the right to receive the number of whole shares of RIMG Common Stock into which such shares of Company Common Stock will have been converted. The record holder of such outstanding certificate will, after the Effective Time, be entitled to vote the shares of RIMG Common Stock into which such shares of Company Common Stock will have been converted on any matters on which the holders of record of RIMG Common Stock, as of any date subsequent to the Effective Time, will be entitled to vote. In any matters relating to such certificates, RIMG may rely conclusively upon the record of stockholders maintained by the Company containing the names and addresses of the holders of record of Company Common Stock at the Effective Time.

**SECTION 2.4 Adjustments to Exchange Ratio.** The Exchange Ratio set forth in Section 2.1 will be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into Company Common Stock or RIMG Common Stock), reorganization, recapitalization or other like change with respect to Company Common Stock or RIMG Common Stock occurring after the date of the Agreement and Plan of Merger and prior to the Effective Time.

**SECTION 2.5 Payment of Consideration for Company Common Stock.**

(a) As of the Effective Time, RIMG will deposit with Norwest Bank Minnesota, National Association or such other bank or trust company as may be designated by RIMG and as is reasonably acceptable to the Company (the "Exchange Agent"), certificates representing the number of shares of RIMG Common Stock as is equal to the total number of shares of RIMG Common Stock to be issued to holders of Exchange Agent in accordance with subsection 2.5(c) (such shares of RIMG Common Stock being hereafter referred to as the "Exchange Fund"). The Exchange Agent will hold the Exchange Fund for the benefit of holders of shares of Company Common Stock. As promptly as practicable after the Effective Time, RIMG will cause the Exchange Agent to mail to each holder of record of a Certificate whose shares were converted into the right to receive shares of RIMG Common Stock pursuant to Section 2.1(a), a letter of transmittal in customary form. The letter of transmittal will specify that delivery of Certificates will be effected, and risk of loss and title to the Certificates will pass, only upon delivery of the Certificates to the Exchange Agent. The Exchange Agent will accompany the letter of transmittal with instructions for use in effecting the surrender of the Certificates in exchange for certificates representing shares of RIMG Common Stock. The Exchange Agent will distribute the Exchange Fund pursuant to Section 2.1 in exchange for outstanding shares of Company Common Stock (other than Dissenting Shares). The Exchange Fund will not be used for any other purpose. RIMG will make available to the Exchange Agent from time to time as needed, cash sufficient to pay cash in lieu of fractional shares pursuant to Section 2.5(c). Upon surrender for exchange of each outstanding certificate of Company Common Stock (other than certificates representing Dissenting Shares), and subject to delivery of certificates to the Escrow Agent pursuant to Section 2.5(b), the holder of such certificates shall receive from the Exchange Agent (i) a certificate representing .90 multiplied by the number of shares of RIMG Common Stock into which such holder's shares of Company Common Stock have been converted pursuant to Section 2.1, rounded down the nearest whole number, (ii) a certification from the Exchange Agent that 10% of such shares into which the holder's shares have been converted have been delivered to the Escrow Agent, and (iii) the consideration for fractional shares specified in Section 2.5(c). Such certificates shall be in a form issued by RIMG for all RIMG Common Stock and without additional legends or restrictions except those noted in Section 3.36 of this Plan of Merger or as may be provided in an Affiliate Agreement.

(b) At the Effective Time, certificates issued in the names of the holders of Company Common Stock representing a number of shares of RIMG Common Stock as is equal to ten percent (10%) of the shares of such RIMG Common Stock deemed issued to each of the Company Shareholders, rounded up to the nearest whole share (the "Escrowed Shares"), together with stock powers executed by the Shareholder Agent on behalf of such Company Shareholders, shall be delivered to the Escrow Agent to comprise the Escrow Fund as such terms are defined in the Escrow Agreement dated of even date herewith and attached hereto as Exhibit 2.5.

(c) No fractional shares of RIMG Common Stock, and no certificates representing such fractional shares, shall be issued upon the surrender for exchange of certificates representing Company Common Stock. In lieu of any fractional share, RIMG shall pay to each holder of Company Common Stock who otherwise would be entitled to receive a fractional share of RIMG Common Stock an amount of cash (without interest) determined by multiplying (a) the closing price per share of RIMG Common Stock on the Effective Time times (b) the fractional share interest to which such holder would otherwise be entitled.

(d) RIMG will pay no dividends and make no other distributions with respect to RIMG Common Stock with a record date after the Effective Time to the holder of any unsurrendered Certificate with respect to the shares of RIMG Common Stock represented thereby, and RIMG will make no cash payment in lieu of fractional shares to any such holder pursuant to Section 2.5(e) until the holder of record of such Certificate surrenders such Certificate. Following surrender of any such Certificate, the Exchange Agent, on behalf of RIMG, will pay to the record holder of the Certificate representing whole shares of RIMG Common Stock issued in exchange therefor, without interest, (1) at the time of such surrender, the amount of any cash payable in lieu of a fractional share of RIMG Common Stock to which such holder is entitled pursuant to Section 2.5(e) and the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole shares of RIMG Common Stock; and (2) at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender and a payment date subsequent to such surrender payable with respect to such whole shares of RIMG Common Stock.

(e) If any Certificate will 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, if required by the Surviving Corporation, upon the delivery to the Exchange Agent of a bond in such sum as the Surviving Corporation may direct as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen, or destroyed Certificate the shares of RIMG Common Stock and any cash in lieu of fractional shares, and unpaid dividends and distributions on shares of RIMG Common Stock deliverable in respect thereof, pursuant to this Plan of Merger.

#### SECTION 2.6 Stock Options.

(a) Each Outstanding Stock Option under the Option Plan will remain outstanding following the Effective Time.

(b) At the Effective Time, RIMG will assume each Outstanding Stock Option by virtue of the Merger and without any further action on the part of the Company or the holders thereof. RIMG will assume each such option in such manner that RIMG (1) is a corporation "assuming a stock option in a transaction to which Section 424(a) applies" within the meaning of Section 424 of the Code; or (2) to the extent that Section 424 of the Code does not apply to any such Outstanding Stock Option, would be such a corporation were Section 424 of the Code applicable to such Company Option.

(c) From and after the Effective Time, all references to the Company in the Outstanding Stock Options and the related stock option agreements will be deemed to refer to RIMG. After the Effective Time, each Outstanding Stock Option assumed by RIMG will be exercisable upon the same terms and conditions as were in effect under the Outstanding Stock Options and the related option agreements immediately prior to the Effective Time, except that (1) each Outstanding Stock Option will be exercisable for that whole number of shares of RIMG Common Stock (rounded down to the nearest whole share) equal to the number of shares of Company Common Stock subject to such Outstanding Stock Option immediately prior to the Effective Time multiplied by the Exchange Ratio; and (2) the option price per share of RIMG Common Stock will be an amount equal to the option price per share of Company Common stock subject to such Outstanding Stock Option in effect immediately prior to the Effective Time divided by the Exchange Ratio (the option price per share, as so determined, being rounded upward to the nearest full cent).

**SECTION 2.7 Warrants.**

(a) Each Outstanding Warrant will remain outstanding following the Effective Time. To the extent permitted by the terms of the Outstanding Warrants, at the Effective Time, RIMG will assume each Outstanding Warrant, by virtue of the Merger and without any further action on the part of the Company or the holders thereof.

(b) To the extent permitted by the terms of the Outstanding Warrants, from and after the Effective Time, all references to the Company in the Outstanding Warrants and the related warrant agreements will be deemed to refer to RIMG. After the Effective Time, each Outstanding Warrant assumed by RIMG will be exercisable upon the same terms and conditions as were in effect under the Outstanding Warrants and the related warrant agreements immediately prior to the Effective Time, except that, to the extent permitted by the terms of the Outstanding Warrants, (1) each Outstanding Warrant will be exercisable for that whole number of shares of RIMG Common Stock (rounded down to the nearest whole share) into which the number of shares of Company Common Stock subject to such Outstanding Warrant immediately prior to the Effective Time would be converted under Section 2.1; and (2) the warrant price per share of RIMG Common Stock will be an amount equal to the warrant price per share of Company Common stock subject to such Outstanding Warrant in effect immediately prior to the Effective Time divided by the Exchange Ratio (the warrant price per share, as so determined, being rounded upward to the nearest full cent).

**SECTION 2.8 Notices to Option and Warrant Holders.** As soon as practicable after the Effective Time, RIMG will deliver to each holder of a Outstanding Stock Option or Outstanding Warrant, an appropriate notice setting forth such holder's rights pursuant thereto. RIMG will notify such holders that the Outstanding Stock Option or Outstanding Warrant, as the case may be, will continue in effect on the same terms and conditions (including anti-dilution provisions, and subject to the adjustments required by Sections 2.6 and 2.7 after giving effect to the Merger). RIMG will comply with the terms of each Outstanding Stock Option or Outstanding Warrant. RIMG will use reasonable efforts to ensure that each Outstanding Stock Option and Outstanding Warrant, to the extent it qualifies for special tax treatment prior to the Effective Time (including, without limitation, Section 422 of the Code), will continue so to qualify after the Effective Time. RIMG will take all corporate action necessary to reserve for issuance a sufficient number of shares of RIMG Common Stock for delivery pursuant to the terms set forth in Sections 2.6 and 2.7. After the Effective Time (but in no event later than 30 days after the Effective Time), RIMG will file a Registration Statement on Form S-8 with respect to the shares of RIMG Common Stock subject to Outstanding Stock Options, and will use its reasonable efforts to maintain the effectiveness of such registration statement (and maintain the current status of the prospectus contained therein) for so long as such options remain outstanding.

STATE OF MINNESOTA  
FILED - DUPLICATE COPY

MAR 01 2001

*Henry Hill*  
Secretary of State

PATENT

RECORDED: 12/07/2001

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