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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Nova Cruz Products, L.L.C.

07/22/02

2. Name and address of receiving party(ies)

Name: Nova Cruz Products, Inc.

Internal Address: _____

Street Address: 1209 Orange Street

City: Wilmington State: DE Zip: 19801

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

3. Nature of conveyance:

☐ Assignment☒ Merger☐ Security Agreement☐ Change of Name☐ Other _____

Execution Date: 02/25/2002

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) 09/634,085 and
10/040,243

B. Patent No.(s) _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: Steven J. Weissburg

Internal Address: _____

Street Address: 238 Main Street, Suite 303

City: Cambridge State: MA Zip: 02142

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Steven J. Weissburg

Name of Person Signing

Signature

July 15, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

07/25/2002 DBYRNE 00000239 09634085

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80.00 DP

Patent and Trademark Assignments

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PATENT
REEL: 013114 FRAME: 0626

AGREEMENT OF MERGER

AGREEMENT of MERGER dated February 25, 2002, by and between Nova Cruz Products, LLC, a New Hampshire limited liability company ("New Hampshire Company"), and Nova Cruz Products, Inc., a Delaware corporation ("Delaware Company" or the "Surviving Corporation").

WHEREAS, New Hampshire Company and Delaware Company deem it in the best interests of each company and their respective equity holders that New Hampshire Company merge into Delaware Company pursuant to this Agreement, Section 304-C:18 of the New Hampshire Revised Statutes, and Section 252 of the Delaware General Corporation Law;

WHEREAS, Delaware Company by its Certificate of Incorporation has authorized capital stock ("Delaware Company Stock") consisting of 3,000,000 shares of common stock, \$.001 par value per share ("Common Stock"), none of which is outstanding; and

WHEREAS, the membership interests of New Hampshire Company (the "Membership Units"), all of which are entitled to vote, and which shall be cancelled on the Effective Date (as defined below), are held by the members of New Hampshire Company (the "Members") as follows:

Member	Membership Units
Karl T. Ulrich	789,767
Technique Applied Science, Inc.	377,312
Thomas Miner	199,670
Lunar Fund, LLC	136,221
George Favaloro	139,556
Gerard and Michelle Furbershaw Family Trust	71,935
Jeffrey Smith	68,994
Colleen M. Burns	59,250
Cheskin Research, Inc.	34,482
Edward Breslow	31,928
Graham, Whitehead, and Manger, Inc.	12,771
David J. Ellison	10,929
Total:	1,932,815

WHEREAS, the registered office of New Hampshire Company in the State of New Hampshire is located at 34 Sheep Road, Lee, New Hampshire 03824; and the registered office of Delaware Company in the State of Delaware is located at 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801.

NOW, THEREFORE, New Hampshire Company and Delaware Company, each in consideration of the other party joining in the execution and delivery of this Agreement, hereby act and agree as follows:

1. *Merger and Surviving Corporation.* On the Effective Date (as defined in Section 6 below), (a) New Hampshire Company shall be merged into Delaware Company (the "Merger"), (b) Delaware Company shall be the surviving corporation, and in such capacity is hereinafter sometimes referred to as the "Surviving Corporation", and (c) the separate existence of New Hampshire Company shall cease.

2. *Conversion of Equity Interests.*

(a) *Membership Units.* (i) On the Effective Date, each Membership Unit shall, without any further action on the part of anyone, be converted into the one (1) share of Delaware Company's Common Stock.

(ii) After the Effective Date, each Member of New Hampshire Company shall cease to have any rights as a member of New Hampshire Company except as such are expressly reserved to such Member by statute. Following the Effective Date, ownership of Membership Units shall evidence ownership of, and shall entitle the respective Members to receive certificates for, the appropriate number of fully paid and nonassessable shares of Delaware Company Stock.

(b) *Options.* (i) On the Effective Date, each option to purchase one (1) Membership Unit that shall be outstanding on the Effective Date, and all rights in respect thereof, shall, without any further action on the part of anyone, be changed and converted into an option to purchase one (1) share of Delaware Company Stock.

(ii) After the Effective Date, each holder of an option that theretofore represented an option to purchase Membership Units shall cease to have any rights as an optionholder of New Hampshire Company except such as are expressly reserved to such holder by statute.

3. *Certificate of Incorporation and By-Laws.* The Certificate of Incorporation and By-Laws of Delaware Company, as in effect on the Effective Date, shall be the Certificate of Incorporation and By-Laws, respectively, of the Surviving Corporation.

4. *Officers and Directors.* The members of the Board of Directors and the officers of Delaware Company shall continue to serve as the members of the Board of Directors and the officers of the Surviving Corporation after the Effective Date, until their resignation or removal or until their successors have been elected and qualified.

5. *Board and Member Approval; Certificates of Merger.* Conditional upon and following the approval of this agreement by the Members of the New Hampshire Company and the Board of Directors of Delaware Company, a Certificate of Merger consistent with the terms of this Agreement shall be filed with the Secretary of the State of New Hampshire pursuant to Section 304-C:18 of the New Hampshire Revised Statutes and a Certificate of Merger consistent with the terms of this Agreement shall be filed with the Secretary of the State of Delaware pursuant to Section 252 of the Delaware General Corporation Law.

6. *Effective Date of Merger.* As used herein, the term "Effective Date" shall mean the date of filing of the respective Certificates of Merger with the Secretary of the State of New Hampshire and Secretary of the State of Delaware.

7. *Abandonment.* The Merger contemplated by this Agreement may be abandoned by mutual consent and agreement of New Hampshire Company and Delaware Company at any time prior to the filing of the respective Certificates of Merger with the Secretary of the State of New Hampshire and the Secretary of the State of Delaware. In the event of such abandonment, this Agreement shall become wholly void and of no effect and there shall be no further liability or obligations hereunder on the part of either of New Hampshire Company or Delaware Company or, in the case of New Hampshire Company, its members or managers, or, in the case of Delaware Company, its Board of Directors or stockholders.

8. *Prior Actions.* All acts, plans, policies, approvals and authorizations of New Hampshire Company, its members, committees elected or appointed by the Managers, and agents, that were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as they were on New Hampshire Company. The employees of New Hampshire Company shall become the employees of the Surviving Corporation.

9. *Authority Regarding Property.* From and after the Effective Date, the officers and directors of the Surviving Corporation are hereby authorized in the name of New Hampshire Company and Delaware Company to execute, acknowledge and deliver all instruments and do all things as may be necessary or desirable to vest in the Surviving Corporation any property or rights of either of New Hampshire Company or Delaware Company or to carry out the purposes of this Agreement.

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WITNESS the execution hereof under seal on the day and year first above written.

NOVA CRUZ PRODUCTS, LLC,
a New Hampshire limited liability company

By Karl T. Ulrich
Karl T. Ulrich, Manager

NOVA CRUZ PRODUCTS, INC.,
a Delaware corporation

By Scott Pearson
Scott Pearson, President

By Karl T. Ulrich
Karl T. Ulrich, Secretary

**CERTIFICATE OF SECRETARY
OF
NOVA CRUZ PRODUCTS, INC.**

I, Karl T. Ulrich, the Secretary of Nova Cruz Products, Inc. (the "Surviving Corporation"), hereby certify (i) that the Agreement of Merger to which this certificate is attached has been adopted by the Surviving Corporation's Board of Directors pursuant to the second sentence of Section 251(f) of the Delaware General Corporation Law, and (ii) that no shares of stock of the Surviving Corporation were issued prior to its Board of Directors' adoption of the resolution approving the Agreement of Merger.

WITNESS my hand under seal this day of February 25, 2002.

Karl T. Ulrich
Karl T. Ulrich, Secretary

NC - Migratory Merger Agmt (Feb02) (3)