

10-01-2003

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FORM PTO-1595 U.S. (modified)

102564250

DEPARTMENT OF COMMERCE
Patent and Trademark Office

9-29-03

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Unit Instruments, 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: 12/27/2002

2. Name and address of receiving party(ies)

Name: **Celerity Group, Inc.**

Internal Address:

Street Address: **2805 Mission College Boulevard
Santa Clara, California 95054**

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

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

<u>6,374,859</u>	6,192,938	6,435,215	10/131,603
6,394,138	6,189,570	6,425,281	10/154,433
5,992,463	6,142,539	6,474,700	10/147,427
5,803,507	6,293,310	6,539,792	

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)

Additional numbers attached? Yes No

OFR/FINANCE
SEP 29 PM 12:41

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

Name: **Robert A. Skrivanek, Jr.**
Address: **Lowrie, Lando & Anastasi, LLP
One Main Street - 11th Floor
Cambridge, MA 02142-1517**

6. Total number of applications and patents involved: [15]

7. Total fee (37 CFR 3.41) **\$600.00**

- Enclosed
- Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiencies in the enclosed payment to:

8. Deposit Account No: **50/2762**

10/01/2003 DBYRNE 00000132 6374859

01 FC:8021 600.00 DP

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.

Robert A. Skrivanek, Jr.

Name of Person Signing

Signature

September 25, 2003

Date

Total number of pages including cover sheet, attachments, and document: [6]



SECRETARY OF STATE

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify:

That the attached transcript of 4 page(s) 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 day of

JAN 13 2003

Kevin Shelley

Secretary of State

DEC 27 2002

AGREEMENT OF MERGER

BILL JONES, Secretary of State

This Agreement of Merger is entered into this 23rd day of December, 2002, by and between Celerity Group, Inc., a California corporation (the "Surviving Corporation"), and Unit Instruments, Inc., a California corporation (the "Merging Corporation").

BACKGROUND

The Merging Corporation is a wholly owned subsidiary of the Surviving Corporation. The Surviving Corporation and the Merging Corporation have determined it to be in their mutual best interests to merge the Merging Corporation into the Surviving Corporation.

Therefore, pursuant to the provisions of the state corporate codes applicable to the Surviving Corporation and the Merging Corporation, the Surviving Corporation and Merging Corporation agree as follows:

1. Merger. The Merging Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation does hereby merge the Merging Corporation with and into itself. On and after the Effective Date (as defined below):

(a) The Surviving Corporation shall continue to exist as a corporation under the laws of the State of California with all the rights and obligations of such Surviving Corporation as are provided by the laws of the State of California.

(b) The existence of the Merging Corporation, as a corporation pursuant to the laws of the State of California, shall cease (except as otherwise provided for specific purposes in such laws), its properties will become the property of the Surviving Corporation, and its rights, obligations, claims and interests will become those of the Surviving Corporation.

2. Effective Date. This Agreement of Merger shall become effective upon the later of December 27, 2002 or the date of filing with the State of California (the "Effective Date").

3. Conversion of Stock.


(a) At and on the Effective Date, and without any action on the part of the Merging Corporation, the stock of the Merging Corporation shall be canceled and extinguished without consideration.

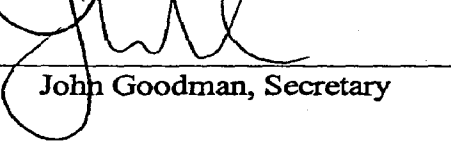
(b) At and on the Effective Date, and without any action on the part of the Surviving Corporation, the existing stock of the Surviving Corporation shall remain unchanged.

4. Articles of Incorporation and Bylaws. The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the Surviving Corporation following the Effective Date, except to the extent amended by the provisions of this Agreement. The Bylaws of the Surviving Corporation, as amended to the Effective Date, shall be the Bylaws of the Surviving Corporation following the Effective Date.


The Surviving Corporation and the Merging Corporation have caused this Agreement of Merger to be executed by their respective officers on the day and year first above written.

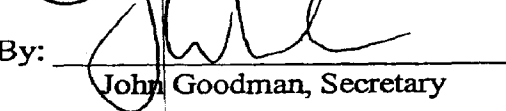
CELERITY GROUP, INC.,
a California corporation

By: 
David J. Shummon, President

By: 
John Goodman, Secretary

UNIT INSTRUMENTS, INC.,
a California corporation

By: 
David J. Shummon, President

By: 
John Goodman, Secretary

OFFICER'S CERTIFICATE

We, David J. Shimmon and John Goodman, certify that:

1. We are the President and Secretary of Celerity Group, Inc., a California corporation ("CGI"):

2. The total number of outstanding shares of each class of CGI entitled to vote on the merger is as follows:

Class	Total No. of Shares Entitled to Vote
Common	100,000

3. The principal terms of the Agreement of Merger in the form attached were approved by the Shareholder of CGI by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the Agreement of Merger.

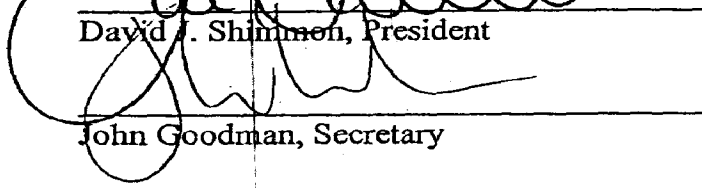
4. Each class entitled to vote and the minimum percentage vote of each class is as follows:

Class	Minimum Percentage Vote
Common	Greater than 50%

5. 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.



David J. Shimmon, President



John Goodman, Secretary

OFFICER'S CERTIFICATE

We, David J. Shimmon and John Goodman, certify that:

1. We are the President and Secretary of Unit Instruments, Inc., a California corporation ("UI"):

2. The total number of outstanding shares of each class of UI entitled to vote on the merger is as follows:

Class	Total No. of Shares Entitled to Vote
Common	1,000

3. The principal terms of the Agreement of Merger in the form attached were approved by the Shareholder of UI by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the Agreement of Merger.

4. Each class entitled to vote and the minimum percentage vote of each class is as follows:

Class	Minimum Percentage Vote
Common	Unanimous - 100%

5. 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.



David J. Shimmon, President

John Goodman, Secretary

