

06-14-2004



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ATTORNEY DOCKET NO. 3473.00 (31462/US)

COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

ONLY

6.8.04

To the Honorable Commissioner for Patents and Trademarks. Please record the attached original document or copy thereof.

1. Names of conveying parties:

- 1) NICHOLS INSTITUTE DIAGNOSTICS
- 2) LONDON DIAGNOSTICS, INC.
- 3)
- 4)
- 5)
- 6)

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Dates:

- 1) MAY 3, 1993
- 2) MAY 3, 1993
- 3) _____
- 4) _____
- 5) _____
- 6) _____

2. Name and address of receiving party:

Name: NICHOLS INSTITUTE DIAGNOSTICS

Internal Address: _____

Street Address: 33608 ORTEGA HIGHWAY

City: SAN JUAN CAPISTRANO State CA

Zip: 92675

Additional names & addresses attached? ☐ Yes ☒ No

4. Application number(s) or registration 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).

5,290,936 ISSUED MARCH 1, 1994

Additional numbers attached? ☐ Yes ☒ No

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

Name: DORSEY & WHITNEY LLP

Internal Address: W. ROBINSON H. CLARK, ESQ.

SUITE 400 SOUTH

Street Address: 1001 PENNSYLVANIA AVE NW

City: Washington, D.C. ZIP: 20004-2533

6. Total number of applications and patents involved.....

One (1)

7. Total Fee (37 CFR 3.41):

\$40

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

04-1425

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.

W. ROBINSON H. CLARK

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: Seven (7)

State of Minnesota
SECRETARY OF STATE

0743

CERTIFICATE OF MERGER

I, Joan Anderson Grove, Secretary of State of Minnesota, certify that: the documents required to effectuate a merger between the entities listed below and designating the surviving entity have been filed in this office on the date noted on this certificate; and the qualification of the individual merging entities to do business in Minnesota is terminated on the effective date of this merger.

Merger Filed Pursuant to Minnesota Statutes, Chapter: 302A

State of Formation and Names of Merging Entities:

CA: NICHOLS INSTITUTE DIAGNOSTICS

MN: LONDON DIAGNOSTICS, INC.

State of Formation and Name of Surviving Entity:

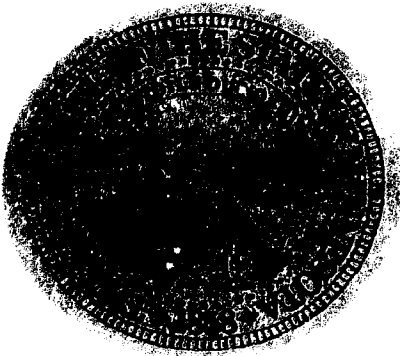
CA: NICHOLS INSTITUTE DIAGNOSTICS

Effective Date of Merger: May 3, 1993

Name of Surviving Entity After Effective Date of Merger:

NICHOLS INSTITUTE DIAGNOSTICS

This certificate has been issued on: May 3, 1993.



Joan Anderson Grove
Secretary of State

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ARTICLES OF MERGER
BETWEEN
NICHOLS INSTITUTE DIAGNOSTICS
AND
LONDON DIAGNOSTICS, INC.

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The undersigned, the President of Nichols Institute Diagnostics, a California corporation, and the President of London Diagnostics, Inc., a Minnesota corporation, hereby certify that:

1. Attached hereto as Exhibit A is the Plan and Agreement of Merger of London Diagnostics, Inc. with and into Nichols Institute Diagnostics, which has been duly adopted by the directors and shareholders of each of such corporations.
2. Such Plan and Agreement of Merger has been approved by Nichols Institute Diagnostics in accordance with Chapter 11 of the California General Corporation Law and by London Diagnostics, Inc. in accordance with Chapter 302A of the Minnesota Business Corporation Act.
3. Attached hereto as Exhibit B is the agreement of Nichols Institute Diagnostics, as the surviving corporation in the merger, as required by Section 302A.651, Subd. 4 of the Minnesota Business Corporation Act.
4. The merger shall be effective upon the filing of these Articles of Merger with the Secretary of State of Minnesota and the filing of the Plan and Agreement of Merger with the Secretary of State of California.

IN WITNESS WHEREOF, the undersigned, the President of Nichols Institute Diagnostics and the President of London Diagnostics, Inc., have executed this document for and on behalf of their respective corporations this 27 day of December, 1992.

NICHOLS INSTITUTE DIAGNOSTICS,
a California corporation

LONDON DIAGNOSTICS, INC.,
a Minnesota corporation

By: 

Frank E. Taylor, Jr.
President

By: 

Frank E. Taylor, Jr.
President

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EXHIBIT A

**PLAN AND AGREEMENT OF MERGER
OF
LONDON DIAGNOSTICS, INC.
(a Minnesota corporation)
With and Into
NICHOLS INSTITUTE DIAGNOSTICS
(a California corporation)**

This Plan and Agreement of Merger (the "Merger Agreement") is made as of this 27 day of December, 1992, by and between London Diagnostics, Inc., a Minnesota corporation ("London"), and Nichols Institute Diagnostics, a California corporation ("Nichols"). London and Nichols are hereinafter sometimes referred to as the "Constituent Corporations."

WHEREAS, the respective Boards of Directors of London and Nichols deem it advisable that London merge with and into Nichols upon the terms and conditions herein provided (the "Merger") and have each approved this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree that in accordance with the Minnesota Business Corporation Act (the "MBCA") and the California General Corporation Law (the "CGCL"), London shall be merged with and into Nichols in accordance with the following terms and conditions:

1. Merger. Effective upon the filing of Articles of Merger with the Secretary of State of Minnesota and the filing of this Merger Agreement with the Secretary of State of California (the "Effective Time"), London shall be merged with and into Nichols. The separate existence of London (except as it may be continued by operation of law) shall cease, and Nichols shall continue as the surviving corporation. Nichols as it shall exist from and after the Effective Time, is hereinafter referred to as the "Surviving Corporation."

2. Effect of the Merger. Upon the effectiveness of the Merger, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on any account, including subscriptions to shares, and all other choses in action, and every other interest of or belonging to or due to each of

the Constituent Corporations shall vest in the Surviving Corporation without any further act or deed; and all confirmatory deeds, assignments, or similar instruments to accomplish that vesting may be signed and delivered at any time in the name of a Constituent Corporation by its current officers or, if the corporation no longer exists, by its last officers; and the title to any real estate or any interest therein vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. The Surviving Corporation shall be responsible and liable for all liabilities and obligations of each of the Constituent Corporations; and a claim of or against or a pending proceeding by or against a Constituent Corporation may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of the Constituent Corporation; and neither the rights of creditors nor any liens upon the property of a Constituent Corporation shall be impaired by the Merger.

3. Articles of Incorporation and Bylaws. The Articles of Incorporation of the Surviving Corporation from and after the Effective Time shall be the Articles of Incorporation of Nichols as in effect immediately prior to the Effective Time. The Bylaws of the Surviving Corporation from and after the Effective Time shall be the Bylaws of Nichols as in effect immediately prior to the Effective Time.

4. Directors and Officers. The directors of the Surviving Corporation shall be the directors of Nichols immediately prior to the Effective Time, in each case until their successors are elected and qualified, and the officers of the Surviving Corporation shall be the officers of Nichols immediately prior to the Effective Time, in each case until their successors are duly elected and qualified.

5. Conversion and Cancellation of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of London, Nichols or any holder of any shares of capital stock of London or Nichols:

(a) Each share of common stock, \$.10 par value, of Nichols outstanding immediately prior to the Effective Time shall remain outstanding and shall not be affected by the Merger.

(b) Each share of London common stock, \$.01 par value, outstanding immediately prior to the Effective Time, other than shares as to which dissenters' rights are perfected under the MBCA, shall be converted into one sixty-one hundredth (1/6,100) of a share of common stock of the Surviving Corporation.

6. Closing of London Transfer Books. At the Effective Time, the stock transfer books of London shall be closed and no transfer of shares of London capital stock shall thereafter be made.

7. Further Assurances. London shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

8. Abandonment. At any time before the Effective Time, this Plan and Agreement of Merger may be terminated and the Merger may be abandoned at the election of the Board of Directors of Nichols, whether before or after approval of this Plan and Agreement of Merger by the shareholders of Nichols, if the Board of Directors shall have determined that the Merger is not in the best interests of Nichols or its shareholders.

IN WITNESS WHEREOF, the parties hereto have caused this Plan and Agreement of Merger to be duly executed as of the date first above written.

LONDON DIAGNOSTICS, INC.,
a Minnesota corporation

By: 

Frank E. Taylor, Jr.
President

NICHOLS INSTITUTE DIAGNOSTICS,
a California corporation

By: 

Frank E. Taylor, Jr.
President

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EXHIBIT B

WHEREAS, Nichols Institute Diagnostics, a California corporation (the "Surviving Corporation"), is the surviving corporation in the merger of London Diagnostics, Inc., a Minnesota corporation ("London"), into the Surviving Corporation, pursuant to a Plan and Agreement of Merger dated December 2, 1992 between the Surviving Corporation and London;

NOW, THEREFORE, in accordance with Section 302A.651 of the Minnesota Business Corporation Act (the "Act"), the Surviving Corporation hereby agrees as follows:

A. Service of Process in Minnesota. The Surviving Corporation hereby consents to service of process in the State of Minnesota in a proceeding for the enforcement of an obligation of a constituent corporation and in a proceeding for the enforcement of the rights of a dissenting shareholder of a constituent corporation against the Surviving Corporation. The Secretary of State of the State of Minnesota is irrevocably appointed as the agent of the Surviving Corporation to accept service of process in any such proceeding, and the process may be forwarded to the Surviving Corporation at 33608 Ortega Highway, San Juan Capistrano, California 92690, Attention: President.

B. Payments to Dissenting Shareholders. The Surviving Corporation will promptly pay to the dissenting shareholders of London the amount, if any, to which they are entitled under Section 302A.473 of the Act.

IN WITNESS WHEREOF, the undersigned, the President of Nichols Institute Diagnostics, has executed this agreement for and on behalf of Nichols Institute Diagnostics this 25 day of December, 1992.

NICHOLS INSTITUTE DIAGNOSTICS,
a California Corporation

By [Signature]
Frank E. Taylor, Jr.
President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

CA923530.C87

MAY 3 1993

[Signature]
Secretary of State

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STATE OF MINNESOTA
DEPARTMENT OF STATE
I hereby certify that this is a
true and complete copy of the
document as filed for record in
this office.
DATED _____
[Signature]
Secretary of State