

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	11/30/2001
CONVEYING PARTY DATA	
Name	Execution Date
Spineology Group, LLC	11/30/2001
RECEIVING PARTY DATA	
Name:	Spineology, Inc.
Street Address:	Suite 205, 7200 Hudson Blvd.
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55128
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6620162
CORRESPONDENCE DATA	
Fax Number:	(612)349-9266
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-349-5740
Email:	schlotz@ptslaw.com
Correspondent Name:	Wendy J. Cusick
Address Line 1:	4800 IDS Center, 80 South 8th Street
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	3110.49US01
NAME OF SUBMITTER:	Wendy J. Cusick
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11U-930

State of Minnesota

SECRETARY OF STATE*Certificate of Merger*

I, Mary Kiffmeyer, 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 any non-surviving entity to do business in Minnesota is terminated on the effective date of this merger.

*Merger Filed Pursuant to Minnesota Statutes, Chapter: 322B
State of Formation and Names of Merging Entities:*

MN: SPINEOLOGY GROUP, LLC

MN: SPINEOLOGY INC.

State of Formation and Name of Surviving Entity:

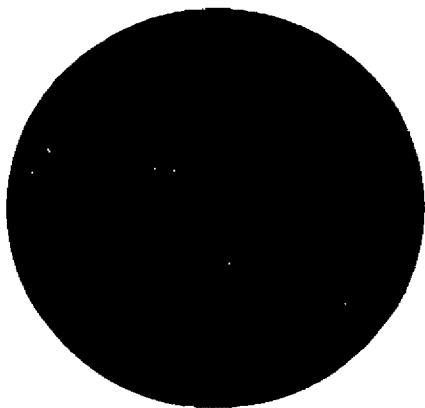
MN: SPINEOLOGY INC.

Effective Date of Merger: 11/30/01

Name of Surviving Entity After Effective Date of Merger:

SPINEOLOGY INC.

This certificate has been issued on: 11/30/01



Mary Kiffmeyer
Secretary of State.

PATENT

REEL: 018668 FRAME: 0032

114-930

**ARTICLES OF MERGER OF
SPINEOLOGY GROUP, LLC, A MINNESOTA LIMITED LIABILITY
COMPANY
WITH AND INTO
SPINEOLOGY INC., A MINNESOTA CORPORATION**

The following Articles of Merger of Spineology Inc., a Minnesota corporation (the "Surviving Company"), and Spineology Group, LLC, a Minnesota limited liability company (the "Merging Company"), have been prepared and hereby are being filed with the Minnesota Secretary of State pursuant to Minnesota Statutes Sections 322B.73 and 302A.615. The Surviving Company and the Merging Company are hereinafter sometimes referred to collectively as the "Constituent Companies."

1. **Plan of Merger.** A true and correct copy of the Agreement and Plan of Merger by and between the Surviving Company and the Merging Company is attached hereto and incorporated herein by reference as Exhibit A ("Plan of Merger").

2. **Member/Shareholder Approval.** The Plan of Merger has been approved by each of the Constituent Companies pursuant to Minnesota Statutes Chapters 322B and 302A. Specifically, in accordance with Minnesota Statutes Section 322B.72, the Plan of Merger has been approved by the members and all of the members of the Board of Governors of the Merging Company, without a meeting, pursuant to Minnesota Statutes Sections 322B.35 and 322B.656, respectively, by authorizing the same in writing signed by the members and all of the members of the Board of Governors of the Merging Company. In accordance with Minnesota Statutes Section 302A.613, the Plan of Merger has been approved by the shareholders and all of the members of the Board of Directors of the Surviving Company without a meeting, pursuant to Minnesota Statutes Sections 302A.441 and 302A.239, respectively, by authorizing the same in

writing signed by the shareholders and all of the members of the Board of Directors of the Surviving Corporation.

3. **Effective Date.** The effective date of the Merger of the Constituent Companies for purposes of Minnesota law shall be the later of the close of business of the Constituent Companies on November 30, 2001, or the time and date these Articles of Merger are filed in the Office of the Minnesota Secretary of State. For tax and accounting purposes, the merger shall be effective upon the close of business of the Constituent Companies on November 30, 2001.

The undersigned hereby certifies that (i) the foregoing is true and accurate, (ii) he has the authority to sign these Articles of Merger on behalf of the Surviving Company, and (iii) he understands that by signing these Articles of Merger, he is subject to the penalties of perjury as set forth in Minn. Stat. Section 609.48 as if he had signed these Articles of Merger under oath.

Dated November 30, 2001.

SPINEOLOGY INC.

By

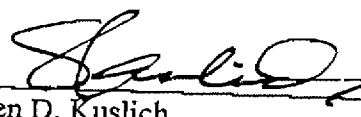

Douglas E. King
Its Chief Executive Officer

The undersigned hereby certifies that (i) the foregoing is true and accurate, (ii) he has the authority to sign these Articles of Merger on behalf of the Merging Company, and (iii) he understands that by signing these Articles of Merger, he is subject to the penalties of perjury as set forth in Minn. Stat. Section 609.48 as if he had signed these Articles of Merger under oath.

Dated: November 30, 2001.

SPINEOLOGY GROUP, LLC

By


Stephen D. Kuslich
Its President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of this 30th day of November, 2001, by and between Spineology Inc., a Minnesota corporation (the "Surviving Company"), and Spineology Group, LLC, a Minnesota limited liability company (the "Merging Company").

WHEREAS, the Surviving Company and the Merging Company (hereinafter sometimes referred to collectively as the "Constituent Companies"), deem it advisable and in the best interest of the Constituent Companies and their respective shareholders/members, that the Merging Company merge itself with and into the Surviving Company, with the Surviving Company being the surviving organization, in accordance with the terms and conditions hereinafter set forth;

WHEREAS, the Merging Company is duly organized and existing under the Minnesota Limited Liability Company Act, having been organized on November 23, 1998.

WHEREAS, the Surviving Company is duly organized and existing under the Minnesota Business Corporation Act, having been incorporated on September 20, 2001;

WHEREAS, one hundred percent (100%) of the membership interests of the Merging Company are owned by Spineology Holding Company, a Minnesota corporation ("SHC") and Phillips Plastics Corporation, a Wisconsin corporation ("Phillips"), respectively; and

WHEREAS, the Surviving Company has authorized capital stock consisting of Twenty-five Million (25,000,000) shares of no par value common stock, of which Ten Million (10,000,000) shares are issued and outstanding as of the date hereof;

WHEREAS, one hundred percent (100%) of the issued and outstanding common stock in the Surviving Company is owned by SHC and Phillips.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, agreements and provisions hereinafter set forth, the Constituent Companies have agreed and do hereby agree each with the other that the Merging Company shall be merged with and into the Surviving Company with the Surviving Company being the surviving organization, and do hereby agree upon and prescribe the terms and conditions of said merger and of carrying the same into effect as follows:

1. Merger

1.1 Merger of the Merging Company with and into the Surviving Company. On the Effective Date (as defined in Section 1.2), the Merging Company shall be merged with and into the Surviving Company, with the Surviving Company being the surviving organization, pursuant to the provisions of the Minnesota Business Corporation Act and the Minnesota Limited Liability Company Act (the "Merger"). On the Effective Date of the Merger, the separate existence of the Merging Company shall cease and the Constituent Companies shall become a single organization with the Surviving Company being the surviving organization. Thereafter, the Surviving Company, as the surviving organization, shall have all of the rights, privileges, immunities and powers, and will be subject to all of the duties and liabilities of a corporation organized under the Minnesota Business Corporation Act. In addition, as the surviving organization, the Surviving Company shall possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of each of the Constituent Companies, and all property, real, personal and mixed, and all debts due on

any account, and all other choses in action, and every other interest of or belonging to or due to each of the Constituent Companies shall vest in the Surviving Company, as the surviving organization, without any further act or deed. The Merging Company hereby agrees from time to time, as and when requested by the Surviving Company, as the surviving organization, or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such confirmatory deeds, assignments, licenses, employment agreements, and other instruments and to take or cause to be taken such further or other action as the Surviving Company, as the surviving organization, may deem necessary or desirable in order to vest in and confirm to the Surviving Company, as the surviving organization, title to and possession of any property of the Merging Company acquired or to be acquired as a result of the Merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper managers and governors of the Merging Company and the proper officers and directors of the Surviving Company, as the surviving organization, are fully authorized in the name of the Surviving Company or otherwise to take any and all such action. The title to any real estate or any interest therein vested in either of the Constituent Companies shall not revert nor in any way become impaired by reason of the Merger. As of the Effective Date, the Surviving Company, as the surviving organization, shall become responsible and liable for all the liabilities and obligations of each of the Constituent Companies, and a claim of or against, or a pending proceeding by or against either of the Constituent Companies may be prosecuted as if the Merger had not taken place, or the Surviving Company, as the surviving organization, may be substituted in the place of the Merging Corporation.

Neither the rights of creditors nor any liens upon the property of either of the Constituent Companies shall be impaired by the Merger.

1.2 Effective Date of Merger. The Merger shall be effective under Minnesota law upon the later of the close of business of the Constituent Companies on November 30, 2001, or the date and time of filing of the Articles of Merger (which shall include this Agreement and Plan of Merger) in the Office of the Minnesota Secretary of State (the "Effective Date"). Such Articles of Merger shall be so filed as soon as practicable after the satisfaction or waiver of the conditions set forth in Section 4 hereof. The effective date of the Merger for tax and accounting purposes shall be the close of business of the Constituent Companies on November 30, 2001.

2. Articles of Incorporation, Bylaws, Directors and Officers

2.1 Articles of Incorporation. The Articles of Incorporation of the Surviving Company in effect immediately prior to the Effective Date shall continue to be the Articles of Incorporation of the Surviving Company, as the surviving organization, until altered or amended as provided under the Minnesota Business Corporation Act.

2.2 Bylaws. Until altered, amended or repealed, the Bylaws of the Surviving Company in effect immediately prior to the Effective Date of the Merger shall continue to be the Bylaws of the Surviving Company, as the surviving organization.

2.3 Directors and Officers. The directors and officers of the Surviving Company in office immediately prior to the Effective Date of the Merger shall continue to be the directors and officers, respectively, of the Surviving Company and shall serve until the expiration of their terms as such or until their successor or successors shall otherwise be duly elected and qualify.

3. Conversion of Ownership Interests of Constituent Companies

3.1 Membership Interest in the Merging Corporation. On the Effective Date of the Merger, all of the membership interests in the Merging Company shall be surrendered to the Surviving Company, as the surviving organization and shall be automatically extinguished. There will be no conversion of any of the membership interests in the Merging Company into securities of the Surviving Company or of any other corporation, or, in whole or in part, into money or other property.

3.2 Common Stock of the Surviving Company. None of the issued and outstanding shares of Common Stock of the Surviving Company issued and outstanding immediately prior to the Effective Date of the Merger shall be converted as a result of the Merger, but all of the issued and outstanding shares of Common Stock shall continue to be all of the issued and outstanding shares of Common Stock of the Surviving Company, as the surviving organization.

4. Compliance with Minnesota Law. Articles of Merger shall be prepared pursuant to Section 322B.73 of the Minnesota Limited Liability Company Act and Section 302A.615 of the Minnesota Business Corporations Act and such Articles of Merger shall be signed on behalf of each Constituent Company and filed by the Surviving Company, as the surviving organization, with the Office of the Minnesota Secretary of State.

5. Payment of Expenses. The Surviving Company, as the surviving organization, shall pay all expenses of carrying this Agreement and Plan of Merger into effect and of accomplishing the Merger.

6. General

6.1 **Termination and Abandonment.** At any time prior to the Effective Date of the Merger, this Agreement may be terminated and the Merger abandoned by the mutual consent of all of the parties hereto.

6.2 **Amendment.** This Agreement may be amended at any time prior to the Effective Date with the mutual consent of all of the parties hereto.

6.3 **Headings.** The headings set forth herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the day, month and year first above written.

SURVIVING COMPANY:

SPINEOLOGY INC.

By


Douglas E. King, Chief Executive Officer

MERGING COMPANY:

SPINEOLOGY GROUP, LLC

By


Stephen D. Kuslich, President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

NOV 30 2001


Mary Haffner
Secretary of State