To: Commissioner for Patents Page 5 of 13

Form PTO-1595 (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008) 02-03	5-2007 United States Patent and Trademark Office
To the Director of the U.S. Patent 1033	69640 documents or the new address(es) below.
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)
HYPERQUALITY, LLC	Name: HyperQuality, Inc.
	Internal Address: GENTRAL FAX BEN
	JAN 26 200
Additional name(s) of conveying party(ies) attached?	No
3. Nature of conveyance/Execution Date(s):	Street Address: 1118 Post Avenue, 2nd Floor
Execution Date(s) April 15, 2005	
	City: Seattle
Security Agreement Change of Name	e •••••
Joint Research Agreement	State: WA
Government Interest Assignment	Country: US Zip:98101
Executive Order 9424, Confirmatory License	
Other	Additional name(s) & address(es) attached? Yes V No
Additional number	s attached? Yes Vo
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents Involved: <u>3</u>
Name:Mark S. Peloquin, Esg.	- 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00
Internal Address:	Authorized to be charged by credit card
·	Authorized to be charged to deposit account
Street Address: PELOQUIN, PLLC	Enclosed
800 Fifth Avenue, Suite 4100	None required (government interest not affecting title)
City: Seattle	8. Payment Information
	a. Credit Card Last 4 Numbers 3828
State: WA Zin: 98104-3100	Expiration Date 01-2009
State: <u>WA</u> Zip: <u>98104-3100</u>	
Phone Number: (206) 447-1336	b. Deposit Account Number
Phone Number: <u>(206)</u> 447-1336 Fax Number: <u>(206)</u> 770-6562	
Phone Number: (206) 447-1336 Fax Number: (206) 770-6562 Email Address: mark@peloquinlaw.com	b. Deposit Account Number
Phone Number: (206) 447-1336 Fax Number: (206) 770-6562 Email Address: mark@peloquinlaw.com B. Signature: Mark S. Pelog.um	b. Deposit Account Number
Phone Number: (206) 447-1336 Fax Number: (206) 770-6562 Email Address: mark@peloquinlaw.com	b. Deposit Account Number Authorized User Name

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ARTICLES OF MERGER

SECRETARY OF STATE APR 1 5 2005

HYPERQUALITY, INC. and HYPERQUALITY, LLC

STATE OF WASHINGTON

Pursuant to RCW 25.15.405, the following Articles of Merger are executed for the purpose of merging HyperQuality, LLC, a Washington limited liability company (the "Disappearing Entity"), into HyperQuality, Inc., a Delaware corporation (the "Surviving Entity").

- 1. The Agreement and Plan of Merger is attached hereto as Exhibit A.
- 2. The Agreement and Plan of Merger was duly approved by the members of the Disappearing Entity pursuant to RCW 25.15.400.
- The Agreement and Plan of Merger was duly approved by the shareholder of the Surviving Entity pursuant to the applicable provisions of the Delaware General Corporation Law.
- 4. The merger shall be effective upon filing.

Dated: April 15, 2005.

HYPERQUALITY ING By: F ee

Its: Chief Executive Officer

04/15/2005 60483 660.00 Check #22 Tracking ID: 80044 Doc No: 604835-0

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EXHIBIT A

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan") is made as of April 15, 2005 by and between HyperQuality, LLC, a Washington limited liability company ("HQ LLC"), and HyperQuality, Inc., a Delaware corporation ("HQ Inc."). HQ LLC and HQ Inc. are sometimes collectively referred to in this Plan as the "Constituent Entities."

RECITALS

A. HQ LLC is a limited liability company organized and existing under the laws of the State of Washington.

B. HQ Inc. is a corporation organized and existing under the laws of the State of Delaware.

C. The Board of Managers and Board of Directors of the Constituent Entities deem it advisable and to the advantage of the Constituent Entities and their respective equity owners that HQ LLC be merged with and into HQ Inc. (the "Merger") for the purpose of effecting a conversion of HQ LLC to a corporation in connection with a proposed equity financing.

AGREEMENT

1. Merger

Upon the terms and subject to the conditions hereof, on the Effective Time (as hereinafter defined), HQ LLC shall be merged with and into HQ Inc. (hereinafter sometimes called the "Surviving Corporation") in accordance with the applicable laws of the States of Delaware and Washington.

2. Effective Time

Upon (a) the execution by the Surviving Corporation of Articles of Merger incorporating this Plan and the filing of such Articles of Merger with the Washington Secretary of State and (b) the execution by the Surviving Corporation of a Certificate of Merger and the filing of such Certificate of Merger with the Delaware Secretary of State, the Merger shall become effective (the "Effective Time").

3. Effect of Merger

At the Effective Time, the separate existence of HQ LLC shall cease and HQ Inc., as the Surviving Corporation, shall (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Time, (ii) be subject to all actions previously taken by its Board of Directors and HQ LLC's Board of Managers, (iii) succeed, without other transfer, to all of the assets, rights, powers and property of HQ LLC in the

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manner more fully set forth in Section 259 of the General Corporation Law of the State of Delaware (the "DGCL"), (iv) continue to be subject to all of the debts, liabilities and obligations of HQ Inc. as constituted immediately prior to the Effective Time and (v) succeed, without other transfer, to all of the debts, liabilities and obligations of HQ LLC in the manner more fully set forth in Section 259 of the DGCL.

4. Certificate of Incorporation

The Certificate of Incorporation of HQ Inc. as in effect immediately prior to the Effective Time shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation until the same may be further amended or repealed in accordance with the provisions thereof and applicable law.

5. Bylaws

The Bylaws of HQ Inc. as in effect immediately prior to the Effective Time shall continue in full force and effect as the Bylaws of the Surviving Corporation until the same may be further amended or repealed in accordance with the provisions thereof, the Certificate of Incorporation of the Surviving Corporation and applicable law.

6. Directors and Officers

The directors and officers of HQ Inc. immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until otherwise provided by applicable law or the Certificate of Incorporation or Bylaws of the Surviving Corporation.

7. Conversion of HQ LLC Units

At the Effective Time of the Merger, by virtue of the Merger and without any action on the part of the holders thereof, (i) each Common Unit of HQ LLC outstanding immediately prior to the Effective Time shall be changed and converted automatically into 0.2907 fully paid and nonassessable shares of Common Stock of the Surviving Corporation, \$0.0001 par value per share ("Common Stock"), (ii) each Series A Unit of HQ LLC outstanding immediately prior to the Effective Time shall be changed and converted automatically into 0.6024 fully paid and nonassessable shares of Series A Preferred Stock of the Surviving Corporation, \$0.0001 par value per share ("Series A Preferred Stock"), and (iii) each Series B Unit of HQ LLC outstanding immediately prior to the Effective Time shall be changed and converted automatically into 1.0 fully paid and nonassessable shares of Series A Preferred Stock.

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8. Cancellation of HQ Inc. Stock

At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of HQ Inc. outstanding immediately prior to the Effective Time shall be cancelled.

9. HQ LLC Options and Warrants

(a) At the Effective Time, the Surviving Corporation shall assume and continue all rights and obligations of HQ LLC then outstanding under the HyperQuality, LLC 2004 Equity Incentive Plan (the "Incentive Plan"), and any outstanding options to acquire Common Units of HQ LLC under the Incentive Plan ("Options") shall become options to acquire shares of Common Stock of the Surviving Corporation, at the rate of 0.2907 shares of Common Stock of the Surviving Corporation for each Common Unit of HQ LLC issuable pursuant to such Options on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such HQ LLC Options under the Incentive Plan at the Effective Time.

(b) At the Effective Time, the Surviving Corporation shall assume and continue all rights and obligations of HQ LLC under any then outstanding warrants to purchase Series A Units of HQ LLC (the "Warrants"), and any Warrants shall become warrants to acquire shares of Series A Preferred Stock of the Surviving Corporation, at the rate of 0.6024 shares of Series A Preferred Stock of the Surviving Corporation for each Class A Unit of HQ LLC issuable pursuant to such warrants on the same terms and conditions and at an exercise price per share equal to the exercise price applicable to any such Warrants at the Effective Time.

(c) An adequate number of shares of the Surviving Corporation's Common Stock and Series A Preferred Stock shall be reserved for issuance upon the exercise of options or rights to purchase stock under the Incentive Plan and Warrants.

10. Implementation

Each of the Constituent Entities shall take, or cause to be taken, all action or do, or cause to be done, all things necessary, proper or advisable under the laws of the States of Washington and Delaware to consummate and make effective the Merger. Specifically, from time to time, as and when required by the Surviving Corporation, there shall be executed and delivered on behalf of HQ LLC such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of HQ LLC and otherwise to carry out the purposes of this Plan, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of HQ LLC or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

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11. Termination

At any time prior to the Effective Time, this Plan may be terminated and the Merger may be abandoned for any reason whatsoever by either the Board of Directors of HQ Inc. or the Board of Managers of HQ LLC or both, notwithstanding the approval of this Plan by the members of HQ LLC or the sole stockholder of HQ Inc., or by both.

12. Amendment

At any time prior to the Effective Time, this Plan may be amended or modified in writing by either the Board of Directors of HQ Inc. or the Board of Managers of HQ LLC or both; provided, however, that an amendment made subsequent to the adoption of this Plan by the equity holders of any Constituent Entity shall not, unless approved by the equity holders as required by law: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or of the shares of any class or series thereof of such Constituent Corporation, (ii) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger or (iii) alter or change any of the terms and conditions of this Plan if such alternation or change would adversely affect the holders of any class or series of equity of such Constituent Entity.

[Signatures appear on following page.]

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IN WITNESS WHEREOF, the parties hereto have entered into and signed this Plan as of the date and year first written above.

HYPERQUALITY, LLC, a Washington limited liability company By: Howard Lee Its: Chief Executive Officer

HYPERQUALITY, INC., a Delaware

By: Hoy d Lee Its: Chief Executive Officer

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