

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/28/2002

**CONVEYING PARTY DATA**

Name	Execution Date
ThermoCeramiX, LLC	01/28/2002

**RECEIVING PARTY DATA**

Name:	ThermoceramiX, Inc.
Street Address:	17 Leominster Road
City:	Shirley
State/Country:	MASSACHUSETTS
Postal Code:	01464

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	6919543

**CORRESPONDENCE DATA**

Fax Number: (603)641-2353  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 603-627-8134  
 Email: adm@sheehan.com  
 Correspondent Name: Peter A. Nieves  
 Address Line 1: 1000 Elm Street  
 Address Line 2: P.O. Box 3701  
 Address Line 4: Manchester, NEW HAMPSHIRE 03105-3701

ATTORNEY DOCKET NUMBER:	THERMO-GENREP
NAME OF SUBMITTER:	Peter A. Nieves

Total Attachments: 9  
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**CERTIFICATE OF MERGER**

**AND CANCELLATION**

**OF**

**THERMOCERAMIX, LLC**  
**(a Massachusetts limited liability company)**

**FILED**

**MAY 23 2002**

SECRETARY OF THE COMMONWEALTH  
CORPORATIONS DIVISION

Pursuant to Ch. 156c, Sec. 61 of the Massachusetts Limited Liability Company Act, the undersigned surviving corporation hereby submits the following Certificate of Merger for filing:

1. The name, federal employer identification number, and principal office address of the entities involved in the merger are:

<u>Name</u>	<u>FEIN</u>	<u>Principal office address</u>
ThermoCeramix, LLC	EIN 02-049-4871	17 Leominster Road, Shirley, MA 01464
ThermoCeramix, Inc.	to be applied for	17 Leominster Road, Shirley, MA 01464

2. The date and jurisdiction of formation or organization of the entities involved in the merger are:

<u>Name</u>	<u>Date of Formation</u>	<u>State of Formation</u>
ThermoCeramix, LLC	October 23, 1997	Massachusetts
ThermoCeramix, Inc.	January 16, 2002	Delaware

3. The name and federal employer identification number of the surviving company is:  
ThermoCeramix, Inc.  
FEIN: to be applied for

4. An agreement of merger has been approved and executed by each entity which is to merge.

5. The agreement of merger is on file at a place of business of the surviving corporation, the address of which is 17 Leominster Road, Shirley, MA 01464.

6. A copy of the agreement of merger will be furnished by the surviving corporation, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge.

7. The name and business address of the agent for service of process of the surviving corporation in the Commonwealth of Massachusetts is:

Name  
Jonathan M. Lourie, Esq.

Business Address  
Edwards & Angell, LLP  
101 Federal Street  
Boston, MA 02110

IN WITNESS WHEREOF the undersigned affirms and swears, under penalties of perjury, that to the undersigned's knowledge and belief, the foregoing statements are true as the 28 day of January, 2002.

By:

  
Gary Magrath

President, ThermoCeramiX, Inc.

Ck.# 262

The Commonwealth of Massachusetts  
Limited Liability Company  
(General Laws, Chapter 156C)

795300

Filed this 23 day MAY, 2002.

*William Francis Galvin*

WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH

Jonathan M. Cuse

Edwards & Angell  
101 Federal St.

Boston, MA 02110

Phone: 617-951-2250

## PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER (hereinafter referred to as the "Plan of Merger") dated as of January 28, 2002, is made and entered into by and between ThermoCeramix, LLC, a Massachusetts limited liability company ("TCX, LLC"), and ThermoCeramix, Inc., a Delaware corporation ("TCX, Inc.").

### WITNESSETH:

WHEREAS, TCX, LLC is a limited liability company organized and validly existing under the laws of the Commonwealth of Massachusetts.

WHEREAS, TCX, Inc. is duly organized and existing under the laws of the State of Delaware, authorized to issue seven million (7,000,000) shares of Common Stock, \$0.01 par value (the "Common Stock"), of which there are no shares issued and outstanding as of the date hereof, and five million (5,000,000) shares of Preferred Stock, \$0.01 par value (the "Preferred Stock") of which 2,180,000 shares have been designated as Series A Convertible Preferred ("Series A Preferred Stock") pursuant to a Certificate of Designation filed with the Delaware Secretary of State dated January 28, 2002, of which there are no shares issued or outstanding as of the date hereof; and

WHEREAS, the Members of TCX, LLC and the Board of Directors of TCX, Inc. deem it desirable and in the best interest of TCX, LLC and TCX, Inc. and their respective members and stockholders that TCX, LLC be merged with and into TCX, Inc.

NOW, THEREFORE, in consideration of the promises, the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that TCX, LLC shall be merged with and into TCX, Inc. (the "Merger") upon the terms and conditions hereinafter set forth, which Merger is intended to constitute a tax-free contribution to capital under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended.

### ARTICLE I

#### Merger

On January 28, 2002 (hereinafter referred to as the "Effective Date"), TCX, LLC shall be merged with and into TCX, Inc., the separate existence of TCX, LLC shall cease and TCX, Inc. (hereinafter sometimes also referred to as the "Surviving Corporation") shall continue to exist under the name of TCX, Inc. by virtue of, and shall be governed by, the laws of the State of Delaware. The address of the registered office of the Surviving Corporation in the State of Delaware will be 2711 Centerville Road, Suite 400,

Wilmington, DE 19808. The name of the Surviving Corporation's registered agent at such address is Corporation Service Company.

## **ARTICLE II**

### **Certificate of Incorporation of the Surviving Corporation**

2.01. The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation of TCX, Inc. in effect as of the date hereof and on file with the Secretary of State of the State of Delaware.

## **ARTICLE III**

### **Bylaws of the Surviving Corporation**

3.01. The bylaws of the Surviving Corporation shall be the bylaws of TCX, Inc. in effect as of the date hereof without change unless and until amended or repealed in accordance with applicable law.

3.02. On the Effective Date, the Regulations for TCX, LLC shall be terminated in all respects and shall be of no further force and effect.

## **ARTICLE IV**

### **Effect of Merger on Stock of Constituent Corporations**

4.01. On the Effective Date, 100% of the membership interests of TCX, LLC shall be exchanged for 2,180,000 Shares of Series A Preferred Stock of TCX, Inc. All options and rights to acquire shares of TCX, LLC membership interests under or pursuant to any options or warrants which are outstanding on the Effective Date will automatically be converted into equivalent options and rights to purchase the same number of shares of TCX, Inc. Series A Preferred Stock. All plans or agreements of TCX, LLC under which such options and rights are granted or issued shall be continued and assumed by TCX, Inc. unless and until such plans or agreements are amended or terminated.

4.02. On and after the Effective Date, all of the outstanding certificates, which prior to that time represented shares of TCX, LLC membership interests, shall be deemed for all purposes to evidence ownership of and to represent shares of TCX, Inc. Series A Preferred Stock into which the shares of TCX, LLC membership interests represented by such certificates have been converted as herein provided, and shall be so registered on the books and records of TCX, Inc. or its transfer agent. The registered owner of any such outstanding membership interest certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to TCX, Inc. or its transfer agent, be entitled to exercise any voting and other rights, and to receive any

dividend and other distributions, as if such holder of outstanding membership interest certificate instead holds a corresponding number of shares of TCX, Inc. Series A Preferred Stock.

## **ARTICLE V**

### **Corporate Existence, Powers and Liabilities of Surviving Corporation**

5.01. On the Effective Date, the separate existence of TCX, LLC shall cease. TCX, LLC shall be merged with and into TCX, Inc., the Surviving Corporation, in accordance with the provisions of this Plan of Merger. Thereafter, TCX, Inc. shall (i) possess all the rights, privileges, powers and franchises of TCX, LLC and TCX, Inc., (ii) be subject to all the restrictions, disabilities and duties of each of the constituent entities, (iii) possess the rights, privileges, powers and franchises of TCX, LLC and TCX, Inc., including all property, real, personal and mixed, and (iv) be liable for all debts due to each of TCX, LLC and TCX, Inc. on whatever account, as well as for stock subscriptions. All other things in action belonging to each of the constituent entities, shall be vested in TCX, Inc.; and all property, rights, privileges, powers and franchises, and all and every other interest of TCX, LLC and TCX, Inc. shall be thereafter as effectually the property of TCX, Inc. as they were of the respective constituent entities, and the title to any real estate, whether by deed or otherwise, vested in TCX, LLC and TCX, Inc., or either of them, shall not revert or be in any way impaired by reason of the Merger; but all rights of creditors and all liens upon any property of the constituent entities, shall be preserved unimpaired, and all debts, liabilities and duties of the respective constituent entities, shall thenceforth attach to TCX, Inc., and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by TCX, Inc.

5.02. TCX, LLC agrees that it will execute and deliver, or cause to be executed and delivered, all such deeds, assignments and other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all the property, rights, privileges, immunities, powers, purposes and franchises, and all and every other interest, of TCX, LLC and otherwise to carry out the intent and purposes of this Plan of Merger.

## **ARTICLE VI**

### **Officers and Directors of Surviving Corporation**

6.01. Upon the Effective Date, the officers and directors of the Surviving Corporation shall be the officers and directors of TCX, Inc. in office at such date, and such persons shall hold office in accordance with the bylaws of the Surviving Corporation or until their respective successors shall have been appointed or elected.



6.02. If, upon the Effective Date, a vacancy shall exist in the board of directors of the Surviving Corporation, such vacancy shall be filled in the manner provided by the surviving Corporation's bylaws.

## **ARTICLE VII**

### **Approval by Members and Board of Directors; Amendment; Effective Date**

7.01. This Plan of Merger, and the Merger contemplated hereby, shall be submitted as soon as reasonably practicable to the members of TCX, LLC for their approval in accordance with applicable Massachusetts law. After approval of this Plan of Merger by TCX, LLC's members and TCX, Inc.'s Board of Directors in accordance with applicable law, duly authorized officers of the respective parties shall make and execute Articles of Merger and a Certificate of Merger and shall cause such documents to be filed with the Secretary of State of Massachusetts and the Secretary of State of Delaware, respectively, in accordance with the laws of the Commonwealth of Massachusetts and the state of Delaware, respectively.

7.02. The Managers of TCX, LLC may amend this Plan of Merger at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of the Merger by the members of TCX, LLC shall not (1) alter or change the amount or kind of shares to be received in exchange for or on conversion of all or any of the shares of TCX, LLC membership interests, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation, or (3) alter or change any of the terms and conditions of this Plan of Merger, if such alteration or change would adversely affect the holders of TCX, LLC membership interests.

## **ARTICLE VIII**

### **Termination of Merger**

This Plan of Merger may be terminated and the Merger abandoned by the consent of the Managers of TCX, LLC at any time prior to the Effective Date, whether before or after the filing of this Plan of Merger with the Secretary of State of Massachusetts or the filing of the Certificate of Ownership and Merger with the Secretary of State of Delaware or member approval of this Plan of Merger.

**ARTICLE IX**

**Tax Treatment**

For federal income tax purposes, the Merger shall be treated as a tax-free contribution to capital described in Section 351 of the Internal Revenue Code of 1986, as amended.

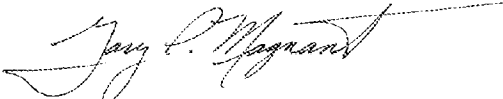
**ARTICLE X**

**Execution**

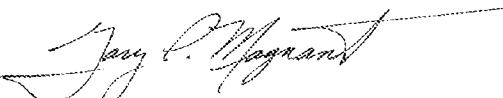
This Plan of Merger may be executed in any number of counterparts, and all such counterparts and copies shall be and constitute one (1) original instrument.

IN WITNESS WHEREOF, TCX, LLC, pursuant to the approval and authority duly given by resolutions adopted by its Members, and TCX, Inc., pursuant to the approval and authority duly given by resolutions adopted by its Board of Directors, have caused this Plan of Merger to be executed by their respective authorized officer as of the day and year first above written.

**THERMOCERAMIX, LLC**  
a Massachusetts limited liability company

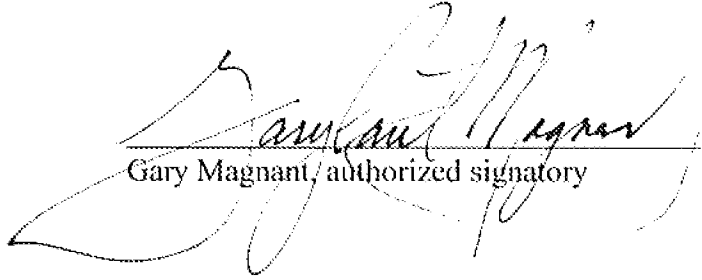
By:   
Name: Gary Magnant  
Title: Manager, duly authorized

**THERMOCERAMIX, INC.,**  
a Delaware corporation

By:   
Name: Gary Magnant  
Title: President

**CERTIFICATE OF**  
**THERMOCERAMIX, INC.**

The undersigned duly authorized signatory of ThermoCeramix, Inc. ("TCX, Inc.") hereby certifies that (i) this Plan of Merger has been adopted by the Board of Directors of TCX, Inc. pursuant to Section 251(f) of the Delaware General Corporation Law; and (ii) no shares of stock of TCX, Inc. were issued prior to the adoption by the Board of Directors the resolutions adopting the Plan.

  
\_\_\_\_\_  
Gary Magnani, authorized signatory