

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	08/04/2006	
CONVEYING PARTY DATA		
Name		Execution Date
Integrated Vascular Interventional Technologies, L.C.		07/31/2006
RECEIVING PARTY DATA		
Name:	IVIT, Inc.	
Street Address:	825 North 300 West	
Internal Address:	Suite NE 302	
City:	Salt Lake City	
State/Country:	UTAH	
Postal Code:	84103	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	6726694	
CORRESPONDENCE DATA		
Fax Number:	(801)578-6999	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(801) 578-6932	
Email:	kblaurence@stoel.com	
Correspondent Name:	Kevin B. Laurence	
Address Line 1:	201 So. Main Street, Suite 1100	
Address Line 2:	One Utah Center	
Address Line 4:	Salt Lake City, UTAH 84111	
ATTORNEY DOCKET NUMBER:	11502/6	
NAME OF SUBMITTER:	Kevin B. Laurence	
Total Attachments: 9		

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Utah Div. Of Corp. & Comm. Code

**Articles of Merger  
of  
Integrated Vascular Interventional Technologies, LC  
a Utah limited liability company  
with and into  
IVIT, Inc.,  
a Delaware corporation**

These Articles of Merger are executed and entered into as of the 31st day of July 2006, by and between Integrated Vascular Interventional Technologies, LC, a Utah limited liability company (hereinafter referred to as the "Merging Entity"), and IVIT, Inc., a Delaware corporation (hereinafter referred to as "IVIT" or the "Surviving Corporation").

**I. Plan of Merger; Effective Date**

Pursuant to these Articles of Merger, it is intended and agreed that effective on August 3, 2006 or such later date as the documents necessary to effect the merger are filed with the states of Delaware and Utah, the Merging Entity will be merged with and into IVIT and that IVIT shall be the Surviving Corporation, as provided below. The terms, conditions, and understandings of the merger are set forth in the Agreement and Plan of Merger between the Merging Entity and IVIT dated as of July 31, 2006, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

**II. Certificate of Incorporation and Bylaws**

On the consummation of the merger, the certificate of incorporation and bylaws of IVIT shall be the certificate of incorporation and bylaws of the Surviving Corporation.

**III. Name of Surviving Corporation**

The name of the Surviving Corporation, which will continue in existence after the merger, shall be IVIT, Inc.

**IV. Directors and Officers**

The directors and officers of IVIT, shall continue to serve as the directors and officers of the Surviving Corporation.

**V. Authorized and Outstanding Shares of IVIT**

IVIT is authorized to issue 5,000,000 shares of preferred stock, par value \$0.001, none of which is issued and outstanding, and 20,000,000 shares of common stock, \$0.001 par value, of which 1,000 shares are issued and outstanding as of the date hereof. All of such outstanding shares of common stock of IVIT are owned by the Merging Entity.

Date: 08/04/2006  
Receipt Number: 1852671  
Amount Paid: \$37.00

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#### **VI. Authorized and Outstanding Ownership Interests of the Merging Entity**

The Merging Entity is authorized to issue ownership interest in the form of membership interests, and membership interests representing 100% of the Merging Entity are issued and outstanding as of the date hereof.

#### **VII. Approval by Shareholders of IVIT**

All 1,000 issued and outstanding shares of common stock of IVIT were voted in favor of the Agreement and Plan of Merger in accordance with the provisions of the Delaware General Corporation Law. Such shares were voted as a class; no shares of any other class of stock were issued and outstanding and entitled to vote thereon.

#### **VIII. Approval by Members of the Merging Entity**

All the issued and outstanding Membership Interests of the Merging Entity were voted in favor of the Agreement and Plan of Merger in accordance with the provisions of Section 48-2c-1408 of the Utah Revised Limited Liability Company Act.

#### **IX. Statutory Basis for Merger**

The merger of the Merging Entity with and into IVIT is permitted pursuant to the respective provisions of Section 48-2c-1407 of the Utah Revised Limited Liability Company Act and Section 264 of the Delaware General Corporation Law.

#### **X. Agreement of Surviving Corporation**

The Surviving Corporation hereby consents and agrees that:

(a) The Surviving Corporation may be served with process at its principal office designated below in any proceeding for the enforcement of any obligation of the Merging Entity as well as for enforcement of any obligation of the Surviving Corporation arising from the merger and in any proceeding for the enforcement of the rights of a dissenting member of the Merging Entity against the Surviving Corporation;

(b) The Surviving Corporation's address for any service of process is: 825 North 300 West, Suite NE 302, Salt Lake City, Utah 84103, Atten: Duane D. Blatter, President.

(c) The Surviving Corporation shall keep on file at its principal place of business a copy of the Agreement and Plan of Merger, which will be provided, without cost, to shareholders of the Surviving Corporation when requested.

IN WITNESS WHEREOF, the undersigned entities, acting by their respective President and Manager, have executed these Articles of Merger as of the date first above written.

IVIT:

IVIT, Inc.  
a Delaware corporation

By: Duane Blatter  
Duane D. Blatter, President

The Merging Entity:

Integrated Vascular Interventional Technologies, LC  
a Utah limited liability company

By: Duane Blatter  
Duane D. Blatter, Manager

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement"), dated as of July 31, 2006, is entered into by and between IVIT, Inc., a Delaware corporation ("IVIT" or the "Surviving Corporation"), and Integrated Vascular Interventional Technologies, LC, a Utah limited liability company (the "Merging Entity"). IVIT and the Merging Entity are sometimes referred to collectively as the "Constituent Entities" and separately as a "Constituent Entity."

### Premises

WHEREAS, the Merging Entity is a limited liability company duly organized and existing under the laws of the State of Utah, having membership interests representing 100% of the membership interests of the Merging Entity outstanding as of the date hereof (the "Merging Entity Membership Interests"); and

WHEREAS, IVIT is a corporation duly organized and existing under the laws of the State of Delaware, having an authorized capital of 5,000,000 shares of preferred stock, par value \$0.001, none of which is issued and outstanding, and 20,000,000 shares of common stock, \$0.001 par value, of which 1,000 shares are issued and outstanding as of the date hereof (the "IVIT Common Stock"), all of which are owned by the Merging Entity; and

WHEREAS, the directors and shareholders of IVIT and the manager and members of the Merging Entity have each unanimously approved this Agreement and the merger of the Merging Entity with and into IVIT with IVIT continuing as the surviving corporation, in a transaction intended to qualify as a tax-free transaction under Section 351(c) of the Internal Revenue Code of 1986, as amended, all as authorized by the statutes of the states of Delaware and Utah;

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for the purpose of merging the Merging Entity with and into IVIT and setting forth the terms and conditions of such merger and the manner of carrying the same into effect, IVIT and the Merging Entity agree as follows:

1. Merger; Effective Time. Upon the terms and subject to the conditions of this Agreement, in accordance with the Delaware General Corporation Law (the "DGCL") and the Utah Revised Limited Liability Company Act (the "URLLCA"), the Merging Entity will be merged with and into IVIT (the "Merger"). IVIT will be the surviving entity (sometimes referred to as the "Surviving Corporation") of the Merger, and the separate existence of the Merging Entity shall cease. The Merger will be effective on August 3, 2006 or such later date as this Agreement and any other documents necessary to effect the Merger in accordance with the DGCL and URLLCA are duly filed with the Secretary of State of the State of Delaware and the Utah Department of Commerce and Commercial Code (the time the Merger becomes effective being referred to herein as the "Effective Time").

2. Effect of the Merger. At the Effective Time, the separate existence of the Merging Entity shall cease and the Merging Entity shall be merged with and into the Surviving Corporation. The consummation of the Merger will have the effects provided in the DGCL with respect to a merger of a foreign limited liability company into a domestic corporation. In furtherance thereof and not by way of limitation, at the Effective Time of the Merger:

(a) the Surviving Corporation shall possess all the rights, privileges, powers and franchises of the Merging Entity, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of the Merging Entity;

(b) all property of the Merging Entity, real, personal and mixed, all debts due to the Merging Entity on whatever account and all other things in action or belonging to the Merging Entity shall be vested in the Surviving Corporation;

(c) the title to any real estate vested by deed or otherwise in the Merging Entity shall not revert or be in any way impaired, but all rights of creditors therein and all liens thereon shall be preserved unimpaired;

(d) all debts, liabilities, duties and other obligations of the Merging Entity under any and all indentures, loan agreements, revolving credit agreements, liquidity agreements, letters of credit and reimbursement agreements, notes, guarantees or other agreements or instruments to which the Merging Entity is a party or by which it is bound shall attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation; and

(e) any claim existing or action or proceeding pending by or against the Merging Entity may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Entity.

3. Conversion of Securities. The manner and basis of converting the Merging Entity Membership Interests and IVIT Common Stock and the mode of carrying the Merger into effect are as follows.

(a) The Merging Entity Membership Interests outstanding on the effective date of the Merger shall, without any action on the part of the holders thereof, be converted into an aggregate of Four Million (4,000,000) shares of IVIT Common Stock on a pro rata basis at the rate of Forty Thousand (40,000) fully paid and nonassessable shares of IVIT Common Stock for each 1% membership interest in the Merging Entity. The newly issued shares of IVIT Common Stock shall be validly issued and outstanding, fully paid, and nonassessable, and shall not be liable to any further call, nor shall the holders thereof be liable for any further payments with respect thereto. The shares IVIT Common Stock into which the Merging Entity Membership Interests shall have been converted shall be issued in full satisfaction of all rights pertaining to the Merging Entity Membership Interests.

(b) The 1,000 shares of IVIT Common Stock issued and outstanding prior to the Effective Time shall be cancelled.

(c) The Merging Entity Membership Interests are not represented by certificates. Promptly following the Effective Time, the Surviving Corporation shall issue stock certificates representing the IVIT Common Stock to the holders of the Merging Entity Membership Interests that were converted as a result of the Merger.

4. Certificate of Incorporation and Bylaws of Surviving Corporation. The certificate of incorporation of IVIT shall, at the Effective Time, be and constitute the certificate of incorporation of the Surviving Corporation until amended in the manner provided by the DGCL. The bylaws of IVIT shall, at the Effective Time, be and constitute the bylaws of the Surviving Corporation until amended in the manner provided by such bylaws and the DGCL.

5. Directors and Officers of Surviving Corporation. At the Effective Time, the directors and officers of IVIT shall continue as the directors and officers of the Surviving Corporation, to serve in

accordance with the certificate of incorporation and bylaws of IVIT and until such time as their respective successors have been duly elected and qualified.

6. Approval of Merger and this Agreement. This Agreement has been unanimously approved by the board of directors and stockholders of IVIT and the manager and members of the Merging Entity as provided by the laws of the States of Delaware and Utah. As such, no persons are entitled to appraisal or dissenters' rights with respect to the Merger.

7. Principal Office of Surviving Corporation. The location of the principal office of the Surviving Corporation is 825 North 300 West, Suite NE 302, Salt Lake City, Utah 84103. The location of the principal office of the Surviving Corporation in the State of Delaware is c/o Harvard Business Services, Inc., 16192 Coastal Highway, Lewes, Delaware 19958-9776. The name of its registered agent in Delaware is Harvard Business Services, Inc.

8. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of the Merging Entity such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Merging Entity and otherwise to carry out the purposes of this Agreement, and the officers of the Surviving Corporation are fully authorized in the name and on behalf of the Merging Entity or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

9. Termination. Any time before the Effective Time, this Agreement may be terminated and the Merger abandoned by the mutual agreement of the Manager of the Merging Entity and the Board of Directors of the Surviving Corporation, notwithstanding approval of this Agreement by the stockholders of the Surviving Corporation and the holders of the Merging Entity Membership Interests.

10. Amendment. At any time before the Effective Time, this Agreement may be amended, modified or supplemented by the mutual agreement of the Manager of the Merging Entity and the Board of Directors of the Surviving Corporation, notwithstanding approval of this Agreement by the shareholders of IVIT and the holders of the Merging Entity Membership Interests; provided, however, that no such amendment, modification or supplement not approved by the holders of the Merging Entity Membership Interests may materially adversely affect the benefits intended under this Agreement for the holders of the Merging Entity Membership Interests.

11. Validity. The invalidity or unenforceability of any term or provision of this Merger Agreement in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions in any other situation or in any other jurisdiction.

12. Service of Process on Surviving Corporation. The Surviving Corporation may be served with process in the State of Utah in any proceeding for the enforcement of any obligation of the Merging Entity as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger and in any proceeding for the enforcement of the rights of a dissenting member of the Merging Entity against the Surviving Corporation.

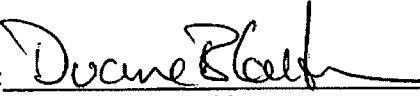
13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, and all such counterparts together shall be considered one instrument.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to any applicable conflicts of law principles.

IN WITNESS WHEREOF, IVIT and the Merging Entity have caused this Agreement to be signed by their respective duly authorized persons as of the date first written above.

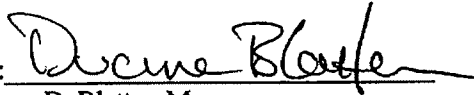
IVIT:

IVIT, Inc.  
A Delaware corporation

By:   
Duane D. Blatter, President

The Merging Entity:

Integrated Vascular Interventional Technologies, LC  
A Utah limited liability company

By:   
Duane D. Blatter, Manager

**CERTIFICATE OF MERGER**  
**OF**  
**INTEGRATED VASCULAR INTERVENTIONAL TECHNOLOGIES, LC,**  
**A UTAH LIMITED LIABILITY COMPANY**  
**WITH AND INTO**  
**IVIT, INC.,**  
**A DELAWARE CORPORATION**

The undersigned hereby certify as follows:

1. Parties to Merger. The constituent business entities participating in the merger herein certified are:

(a) Integrated Vascular Interventional Technologies, LC, a Utah limited liability company (the "Merging Entity"); and

(b) IVIT, Inc., a Delaware corporation ("IVIT" or the "Surviving Corporation").

2. Approval of Merger by Constituent Entities. An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the Merging Entity and the Surviving Corporation in accordance with the provisions of Section 264 of the Delaware General Corporation Law ("DGCL"), to wit, by the Merging Entity in the manner required by Section 48-2c-1407 of the Utah Revised Limited Liability Company Act and by IVIT in the same manner as required by Section 251 of the DGCL.

3. Effective Time of Merger. The Merger will be effective on August 3, 2006 or such later date as the documents necessary to effect the Merger in accordance with the DGCL and URLLCA are duly filed with the Secretary of State of the State of Delaware and the Utah Department of Commerce and Commercial Code.

4. Name of Surviving Entity. IVIT shall be the surviving entity in the merger and shall continue its existence as such surviving corporation under the name IVIT, Inc. in accordance with the provisions of the DGCL.

5. Certificate of Incorporation of Surviving Entity. The certificate of incorporation of IVIT shall be the certificate of incorporation of the Surviving Corporation until further amended and changed in accordance with the provisions of the DGCL.

6. Merger Agreement on File at Principal Office. The executed Agreement and Plan of Merger is on file at the principal office of the Surviving Corporation at: 825 North 300 West, Suite NE 302, Salt Lake City, Utah 84103.

7. Copies of Merger Agreement Will be Provided. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request, and without cost, to any stockholder of IVIT or member of the Merging Entity.

IN WITNESS WHEREOF, the undersigned entities, acting by their respective President and Manager, have executed this Certificate of Merger as of July 31, 2006.

IVIT:

IVIT, Inc.,  
A Delaware Corporation

By   
Duane D. Blatter, President

The Merging Entity:

Integrated Vascular Interventional  
Technologies, LC,  
A Utah Limited Liability Company

By   
Duane D. Blatter, Manager