

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/04/2007

**CONVEYING PARTY DATA**

Name	Execution Date
IVIT, Inc.	11/29/2007

**RECEIVING PARTY DATA**

Name:	Vital Access Corporation
Street Address:	2302 So. Presidents Drive
Internal Address:	Suite C
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84120

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	7220268

**CORRESPONDENCE DATA**

Fax Number: (801)578-6999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 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:	11502/33
NAME OF SUBMITTER:	Kevin B. Laurence

Total Attachments: 7

**500458566**

**PATENT  
 REEL: 020468 FRAME: 0868**

**OP \$40.00 7220268**

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NOV 29 2007

AGREEMENT AND PLAN OF MERGER

Utah Div. Of Com. & Comm. Code  
Utah Div. Of Com. & Comm. Code Agreement and Plan of Merger (the "Agreement"), dated as of November 29, 2007, is entered into by and between Vital Access Corporation, a Utah corporation ("Vital Access" or the "Surviving Corporation"), and IVIT, Inc., a Delaware corporation and the sole shareholder of Vital Access ("IVIT" or the "Merging Entity"). Vital Access and IVIT are sometimes referred to collectively herein as the "Constituent Entities" and separately as a "Constituent Entity."

**Premises**

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 5,330,778 shares are issued and outstanding as of the date hereof (the "IVIT Common Stock"); and

WHEREAS, Vital Access is a corporation duly organized and existing under the laws of the State of Utah, having an authorized capital of 5,000,000 shares of preferred stock, par value \$0.001, none of which is issued and outstanding, and 100,000,000 shares of common stock, \$0.001 par value, of which 1,000 shares are issued and outstanding as of the date hereof (the "Vital Access Common Stock"), all of which are owned by IVIT; and

WHEREAS, the directors and shareholders of Vital Access and IVIT have each approved this Agreement and the merger of the Merging Entity with and into Vital Access with Vital Access continuing as the surviving corporation, in a transaction intended to qualify as a tax-free transaction under Section 368(a)(1)(F) 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 IVIT with and into Vital Access and setting forth the terms and conditions of such merger and the manner of carrying the same into effect, Vital Access and IVIT agree as follows:

1. Merger; Effective Time. Upon the terms and subject to the conditions of this Agreement, in accordance with the Utah Revised Business Corporation Act (the "URBCA") and the Delaware General Corporation Law (the "DGCL"), IVIT will be merged with and into Vital Access (the "Merger"). Vital Access will be the surviving entity (sometimes referred to as the "Surviving Corporation") of the Merger, and the separate existence of IVIT shall cease. The Merger will be effective on December 4, 2007 or such later date as the documents necessary to effect the Merger in accordance with the URBCA and the DGCL are duly filed with and the Utah Department of Commerce and Commercial Code and the Delaware Secretary of State (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 IVIT shall cease and IVIT shall be merged with and into the Surviving Corporation. The consummation of the Merger will have the effects provided in the URBCA with respect to a merger of a foreign corporation into a domestic corporation. In furtherance thereof and not by way of limitation, at the Effective Time of the Merger:

(a) Vital Access shall possess all the rights, privileges, powers and franchises of IVIT, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of IVIT;

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

(c) the title to any real estate vested by deed or otherwise in IVIT 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 IVIT 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 IVIT 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 IVIT may be prosecuted against the Surviving Corporation.

3. Conversion of Securities. The manner and basis of converting the IVIT Common Stock and the Vital Access Common Stock and the mode of carrying the Merger into effect are as follows.

(a) Each share of IVIT Common Stock outstanding on the effective date of the merger shall, without any action on the part of the holder thereof, be converted into one fully paid and nonassessable share of Vital Access Common Stock, so that the approximately 5,330,778 issued and outstanding shares of IVIT Common Stock are converted into an aggregate of approximately 5,330,778 shares of Vital Access Common Stock, which shares of Vital Access Common Stock shall thereupon be duly and 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.

(b) The shares of Vital Access Common Stock into which the IVIT Common Stock shall have been converted shall be issued in full satisfaction of all rights pertaining to the IVIT Common Stock. The IVIT Common Stock is not currently represented by stock certificates and no stock certificates will be required to be surrendered by the IVIT stockholders. Promptly following the effective time of the Merger, Vital Access shall issue stock certificates representing Vital Access Common Stock into which the IVIT Common Stock has been converted to the former holders of the IVIT Common Stock.

(c) If any certificate for shares of Common Stock of Vital Access to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of the issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and that the person requesting such exchange pay to Vital Access or any agent designated by it any transfer or other taxes required by reason of the issuance of a certificate for shares of Common Stock of Vital Access in any name other than that of the registered holder of the certificate surrendered, or established to the satisfaction of Vital Access or any agent designated by it that such tax has been paid or is not payable.

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

4. Articles of Incorporation and Bylaws of Surviving Corporation. The articles of incorporation of Vital Access shall, at the Effective Time, be and constitute the articles of incorporation of the Surviving Corporation until amended in the manner provided by the URBCA. The bylaws of Vital Access 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 URBCA.

5. Directors and Officers of Surviving Corporation. At the Effective Time, the directors and officers of Vital Access shall continue as the directors and officers of the Surviving Corporation, to serve in accordance with the certificate of incorporation and bylaws of Vital Access 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 approved by the board of directors and stockholders of Vital Access and IVIT as provided by the laws of the States of Utah and Delaware.

7. Principal Office of Surviving Corporation. The location of the principal office of the Surviving Corporation is 2302 South Presidents Drive, Suite C, Salt Lake City, Utah 84120.

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 IVIT 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 IVIT 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 IVIT 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 Boards of Directors of IVIT and the Surviving Corporation, notwithstanding approval of this Agreement by the shareholders of IVIT and the Surviving Corporation.

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

11. Validity. The invalidity or unenforceability of any term or provision of this 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 IVIT 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 stockholder of IVIT 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 Utah without regard to any applicable conflicts of law principles.

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

Vital Access:

Vital Access Corporation  
A Utah corporation

By: Duane Blatter  
Duane D. Blatter, President

IVIT:

IVIT, Inc.  
A Delaware corporation

By: Duane Blatter  
Duane D. Blatter, President

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NOV 29 2007

ARTICLES OF MERGER

Utah Div. Of Corp. & Comm. Code

THESE ARTICLES OF MERGER are made and entered into as of the 29th day of November, 2007, by and between Vital Access Corporation, a Utah corporation (hereinafter referred to as "Vital Access" or the "Surviving Corporation"), and IVIT, Inc., a Delaware corporation (hereinafter referred to as "IVIT"). IVIT is the sole shareholder of Vital Access.

WITNESSETH:

I  
Plan of Merger

Pursuant to these Articles of Merger, it is intended and agreed that effective on December 4, 2007 IVIT will be merged into Vital Access for the purpose of changing the domicile of IVIT. Vital Access shall be the Surviving Corporation and each one share of IVIT common stock outstanding on the effective date of the merger shall be converted into one share of Vital Access common stock. The name of the Surviving Corporation shall be "Vital Access Corporation."

II  
Articles of Incorporation and Bylaws

On the consummation of the merger, the articles of incorporation and bylaws of Vital Access shall be the articles of incorporation and bylaws of the Surviving Corporation.

III  
Authorized and Outstanding Shares of Vital Access

Vital Access has authorized 5,000,000 shares of preferred stock, par value \$0.001, none of which is outstanding, and 100,000,000 shares of common stock, par value \$0.001, 1,000 shares of which were issued and outstanding on the record date. Each of the shares is entitled to one vote.

IV  
Authorized and Outstanding Shares of IVIT

IVIT has authorized 5,000,000 shares of preferred stock, par value \$0.001, none of which is outstanding, and 20,000,000 shares of common stock, par value \$0.001, of which 5,330,778 shares were issued and outstanding on the record date. Each of the shares is entitled to one vote.

V  
Approval by Directors and Shareholders of Vital Access

The board of directors of Vital Access approved the adoption of the Plan of Merger and the performance of its terms. All 1,000 shares of common stock of Vital Access were voted in favor of entering into the Plan of Merger with no shares of common stock of Vital Access dissenting. Such shares were voted individually and not as a class. The shares voted in favor of the Plan of Merger represented all issued and outstanding shares of Vital Access and the Plan of Merger was duly approved by the shareholders of Vital Access.

VI  
Approval by Directors and Shareholder of IVIT



11-29-07 PM 2:50 RCVD

DATE: 11/29/2007  
Receipt Number: 233727  
Amount Paid: \$69.00

The board of directors of IVIT approved the adoption of the Agreement and Plan of Merger and the performance of its terms. A total of 3,210,800 shares of IVIT common stock, constituting approximately 60.2% of the issued and outstanding shares of IVIT, were voted in favor of the Agreement and Plan of Merger pursuant to a written consent of majority stockholders, and the Plan of Merger was duly approved by the IVIT shareholders.

**VII**  
**Effective Date**

The merger is to become effective on December 4, 2007.

IN WITNESS WHEREOF, the undersigned corporations, acting by their respective presidents, have executed these Articles of Merger as of the date first above written.

Vital Access:

Vital Access Corporation  
A Utah Corporation

By     *Duane Blatter*      
Duane D. Blatter, President

IVIT:

IVIT, Inc.  
A Delaware corporation

By     *Duane Blatter*      
Duane D. Blatter, President



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 07:53 PM 11/29/2007  
FILED 07:53 PM 11/29/2007  
SRV 071269667 - 4191895 FILE

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC CORPORATION INTO  
FOREIGN CORPORATION**

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law ("DGCL"), the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of each constituent corporation is Vital Access Corporation, a Utah corporation, and IVIT, Inc., a Delaware corporation.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 252 of the DGCL.

**THIRD:** The name of the surviving corporation is Vital Access Corporation, a Utah corporation.

**FOURTH:** The Articles of Incorporation of the surviving corporation shall be its Articles of Incorporation.

**FIFTH:** The merger is to become effective on December 4, 2007.

**SIXTH:** The Agreement of Merger is on file at 2302 South Presidents Drive, Suite C, Salt Lake City, Utah 84120, the place of business of the surviving corporation.

**SEVENTH:** A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

**EIGHTH:** The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 2302 South Presidents Drive, Suite C, Salt Lake City, Utah 84120.

**IN WITNESS WHEREOF**, said surviving corporation has caused this certificate to be signed by an authorized officer, the 29<sup>th</sup> day of November, 2007, A.D.

Vital Access Corporation  
A Utah corporation

By: Duane Blatter  
Authorized Officer

Name: Duane D. Blatter  
Print or Type

Title: President