

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/01/2008

**CONVEYING PARTY DATA**

Name	Execution Date
Applied Motion Technology, Inc.	07/23/2008

**RECEIVING PARTY DATA**

Name:	Lantz Medical, Inc.
Street Address:	7750 Zionsville Road, Suite 800
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46268

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	12180339

**CORRESPONDENCE DATA**

Fax Number: (317)237-1000  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 317-237-0300  
 Email: inteas@bakerd.com  
 Correspondent Name: BAKER & DANIELS LLP  
 Address Line 1: 300 NORTH MERIDIAN STREET  
 Address Line 2: SUITE 2700  
 Address Line 4: INDIANAPOLIS, INDIANA 46204

ATTORNEY DOCKET NUMBER:	APPMT-P0001-01
NAME OF SUBMITTER:	Cedric A. D'Hue

Total Attachments: 8  
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State of Indiana  
Office of the Secretary of State

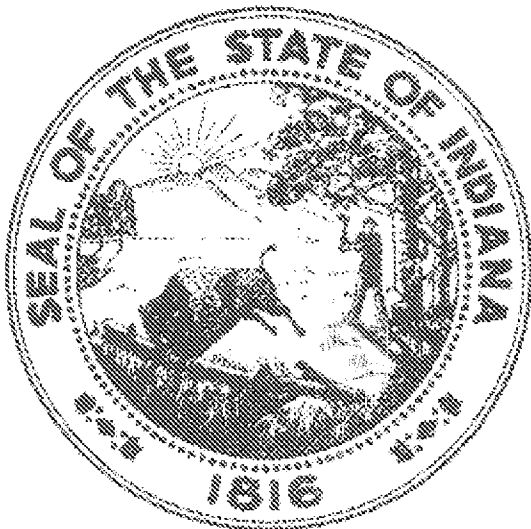
CERTIFICATE OF MERGER  
of  
LANTZ MEDICAL, INC.

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Merger of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

The following non-surviving entity(s):

**APPLIED MOTION TECHNOLOGY, INC.**  
a(n) For-Profit Domestic Corporation  
merged with and into the surviving entity:  
**LANTZ MEDICAL, INC.**

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, August 01, 2008.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 23, 2008.

A handwritten signature in black ink, appearing to read "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE

2005081100384 / 2008072445269



ARTICLES OF MERGER

State Form 32036 (R7) (1-03)

Approved by State Board of Accounts, 1998

INDIANA SECRETARY OF STATE RECEIVED

2005 JUL 23 AM 11:48

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington Street, Rm. 8218
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-40-1 et. seq.

FILING FEE: \$90.00

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments. Present original and one copy to the address in upper right corner of this form. Please TYPE & PRINT. Please visit our office on the web at www.sos.in.gov.

ARTICLES OF MERGER / SHARE EXCHANGE OF APPLIED MOTION TECHNOLOGY, INC. (hereinafter "the non-surviving corporation(s)")

INTO LANTEZ MEDICAL, INC. (hereinafter "the surviving corporation")

ARTICLE I - SURVIVING CORPORATION

The name of the corporation surviving the merger is LANTEZ MEDICAL, INC. and such name has not been changed as a result of the merger.

a. The surviving corporation is a domestic corporation existing pursuant to the provisions of the Indiana Business Corporation Law incorporated on August 8, 2005.

b. The surviving corporation is a foreign corporation incorporated under the laws of the State of and qualified not qualified to do business in Indiana.

If the surviving corporation is qualified to do business in Indiana, state the date of qualification: (If Application for Certificate of Authority is filed concurrently herewith state "Upon approval of Application for Certificate of Authority")

ARTICLE II - NON-SURVIVING CORPORATION(S)

The name, state of incorporation, and date of incorporation or qualification (if applicable) respectively, of each Indiana domestic corporation and Indiana qualified foreign corporation, other than the survivor, which is party to the merger are as follows:

of Corporation

APPLIED MOTION TECHNOLOGY, INC.

of State

INDIANA

Date of Incorporation or qualification in Indiana (if applicable)

April 19, 2004

of Corporation

of State

Date of Incorporation or qualification in Indiana (if applicable)

of Corporation

of State

Date of Incorporation or qualification in Indiana (if applicable)

ARTICLE III - PLAN OF MERGER OR SHARE EXCHANGE

The Plan of Merger or Share Exchange, containing such information as required by Indiana Code 23-1-40-1(b), is set forth in "Exhibit A", attached hereto and made a part hereof.

Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

SECTION 2:  Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

- A. Unanimous written consent executed on June 30, 2008 and signed by all shareholders entitled to vote.
- B. Vote of shareholders during a meeting called by the Board of Directors.

	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

Shareholder vote not required.

The merger / share exchange was adopted by the incorporators or board of directors without shareholder action and shareholder action was not required.

SECTION 2:  Vote of shareholders (Select either A or B)

The designation (i.e., common, preferred or any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger / share exchange and the number of votes of each voting group represented at the meeting is set forth below:

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	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP (i.e. preferred and common)				
NUMBER OF OUTSTANDING SHARES				
NUMBER OF VOTES ENTITLED TO BE CAST				
NUMBER OF VOTES REPRESENTED AT MEETING				
SHARES VOTED IN FAVOR				
SHARES VOTED AGAINST				

In Witness Whereof, the undersigned being the PRESIDENT of the surviving

Officer or Chairman of Board

corporation executes these Articles of Merger / Share Exchange and verifies, subject to penalties of perjury that the statements contained

herein are true, this 16<sup>th</sup> day of July, 2008.

Signature: Jerry McKeivitt

Printed name: JERRY MCKEVITT

**AGREEMENT AND PLAN OF MERGER OF LANTZ MEDICAL, INC.  
AND APPLIED MOTION TECHNOLOGY, INC.**

This Plan of Merger of Lantz Medical, Inc. and Applied Motion Technology, Inc. (Plan) is formed between Lantz Medical, Inc. (Lantz Medical) and Applied Motion Technology, Inc. (Applied Motion.)

1. Acquiring Corporation. The name of the acquiring corporation is "Lantz Medical, Inc."
2. Target Corporation. The name of the acquired or target corporation is "Applied Motion Technology, Inc."
3. Surviving Corporation. The surviving corporation is Lantz Medical, Inc. Upon consummation of the merger described in this Plan, Applied Motion will cease to exist.
4. Shares Acquired. Lantz Medical shall acquire all the outstanding Class A shares of Applied Motion. Although the Articles of Incorporation of Applied Motion authorize 1,000 shares of Class B stock, none is issued or outstanding.
5. Effective Date. The effective date of the merger shall be August 1, 2008.
6. Merger.
  - a. On the Effective Date, each share of Applied Motion shall be converted to the right to receive .59 shares of Lantz Medical based on a share exchange ratio of .59 shares of Lantz Medical for 1 share of Applied Motion.
  - b. The stock of Lantz Medical shall not be converted, exchanged or altered in any manner, and shall remain outstanding as the fully paid and non-assessable shares of capital stock of the Lantz Medical.
  - c. The Articles of Incorporation and Bylaws of Lantz Medical, as in effect immediately prior to the Effective Date, shall remain the Articles of Incorporation and Bylaws of Lantz Medical after the Effective Date.
  - d. The officers and directors of Lantz Medical immediately prior to the Effective Date shall remain the officers and directors of Lantz Medical, in each case until their respective successors are duly elected and qualified.
  - e. Each holder of a certificate representing shares of Applied Motion will surrender such certificate, and after the Effective Date will be entitled to receive in exchange therefore a certificate or certificates representing the number of shares of Applied Motion to which he is entitled under this Plan. Until so surrendered, each outstanding certificate that prior to the Effective Date represented shares of the Applied Motion shall be deemed for all purposes to prove ownership of the consideration to be issued for the shares of Lantz Medical under this Plan.
7. Conditions to Consummation of the Merger. Consummation of the Merger is conditioned on the satisfaction or, to the extent legally permissible, waiver by the Company of the following conditions:

- a. this Plan and the Merger shall have been approved by the shareholders of the Lantz Medical and Applied Motion
  - b. Articles of Merger relating to this merger shall have been filed with the Secretary of State of Indiana (the Secretary), and
  - c. no stop order suspending the effectiveness of the Articles of Merger shall be in effect and no proceedings for such purpose shall be pending or threatened by the Secretary
8. Amendment and Termination of Plan. To the extent permitted by Indiana law, this Plan may be amended, modified and supplemented at any time prior to the effectiveness of the Merger, whether before or after shareholder approval, by written consent of the Board of Directors of Lantz Medical and Applied Motion. This Plan may be terminated and the Merger abandoned at any time prior to the Effective Date with the consent of the Board of Directors of Applied Motion.
  9. Amendment to Articles of Incorporation of Lantz Medical. No amendment of the Articles of Incorporation of Lantz Medical is required to effect this Plan.
  10. Amendment to Articles of Incorporation of Applied Motion. No amendment of the Articles of Incorporation of Applied Motion is required to effect this Plan.
  11. Articles of Merger. Within seven days after approval of this Plan by the shareholders of Applied Motion and Lantz Medical, Lantz Medical shall deliver to the Secretary of the State of Indiana the Articles of Merger.
  12. Assets and Liabilities. Upon merger, Lantz Medical shall acquire all the assets of Applied Motion, and shall assume all the liabilities of Applied Motion. By virtue of the merger, Lantz Medical shall assume all the tax depreciation schedules of Applied Motion with respect to Applied Motion's assets.
  13. Notices. Any notices relating to the subject matter of this Plan shall be deemed given only when received and only if written and personally delivered to the other party, or sent by certified United States mail, return receipt requested, first class U.S. mail, or telephonic
  14. facsimile transmission to the following respective addresses or fax numbers:

Lantz Medical: 7750 N. Zionsville Rd., Ste. 800  
Indianapolis, IN 46268

Applied Motion: 7750 N. Zionsville Rd., Ste. 800  
Indianapolis, IN 46268

If these addresses are known by the sender to be invalid, but the receiving party's primary address is known, then the notice shall be sent to the receiving party's primary address. If the primary address is not known to the sending party, then notice shall be sent to the addresses stated above, and shall be deemed given when delivered to the address. In any event, notice shall be sent to the address most reasonably calculated to result in actual receipt of the notice.

15. Attorney Fees. If either party breaches any term, covenant or condition of this Plan, the defaulting party shall pay upon demand the aggrieved party's reasonable attorney fees incurred as a result of the breach. Otherwise, each party shall pay its own attorney fees incurred in relation to the transaction this Plan contemplates.
16. Jury Trial Waiver, Jurisdiction, and Venue. Both parties waive their right to trial by jury in any dispute pertaining to the interpretation, enforcement, performance, or non-performance of this Plan that is submitted to the judicial system, and agree that the jurisdiction and venue of any dispute arising from this Plan shall be in Marion County, Indiana.
17. Consent. Whenever the consent of a party is required by this Plan, it shall not be unreasonably withheld.
18. Waiver and Remedies. The failure of either party to exercise, or delay in exercising, any right, power or remedy shall not operate as a waiver of such right, power, or remedy. The partial exercise of any right, power, or remedy shall not preclude the other party from further exercise of such right, power, or remedy, or from exercising any other right, power, or remedy. Both the parties' remedies are cumulative, and are not exclusive of any other remedies provided by law.
19. Further Assistance. Both parties shall do such further acts and things, and execute and deliver such additional documents, that the other party may reasonably request from time to time, to fulfill the purposes and intent of this Plan.
20. Binding Effect. This Plan is binding on the parties, their heirs, distributees, personal representatives, successors and assigns.
21. Assignment Prohibited. Neither party may assign this Plan to any third person without the other party's prior written consent.
22. Applicable Law; Headings. This Plan shall be construed, interpreted, applied, and enforced under the laws of the State of Indiana, unless the federal law preempts state law. If Indiana law regarding conflicts of law requires application of another state's law to this Plan, Indiana law shall nevertheless still apply. The titles and headings are for convenience only, and do not define or limit the scope of the provisions of this Plan.
23. Severability. If any provision of this Plan, or any right, duty, or interest created by this Plan is determined invalid or unenforceable by a court of competent jurisdiction, or by agreement of the parties, but the basic objective, purpose, and intent of this Plan remains intact, such determination or agreement shall not affect the validity or enforceability of any other provision of, or right, duty, or interest created by, this Plan. If the law confers any rights, or imposes any duties, in addition to, or inconsistent with this Plan, the affected provisions of this Plan shall be deemed amended to conform to the law. All unaffected terms of this Plan shall remain in full force and effect.
24. Sole Agreement; Amendment. This Plan constitutes the sole agreement of the parties respecting its subject matter. All other agreements, warranties, and representations are merged herein, retracted, or rescinded. This Plan may be amended, modified, waived, discharged, and terminated only in writing signed by both parties.



25. Form of Words. The masculine, feminine, neutral, singular, and plural are interchangeable as the context requires. "Party" means Applied Motion or Lantz Medical, as the context requires. "Parties" means Applied Motion and Lantz Medical.

26. Counterpart Signatures. This Plan may be executed in counterparts by one or more parties. When the counterparts are assembled with the signatures of all the parties, the combined signed counterparts shall be the Plan of the parties as though all the parties had signed a single document.

IN WITNESS, the parties have executed this Plan at Indianapolis, Indiana.

Lantz Medical, Inc.

By: Jerry McKeivitt  
Printed: Jerry McKeivitt  
Title: President

Applied Motion Technology, Inc.

By: Ted Brown  
Printed: Ted Brown  
Title: President

# INDIANA SECRETARY OF STATE

## RECEIPT

Receipt Number : 1649642

Payment Entry Number : 576451

INDIANA SECRETARY OF STATE  
BUSINESS SERVICES DIVISION  
302 West Washington Street, Room E018  
Indianapolis, IN 46204  
(317) 232-6576

G. MAX RETTIG, P.C.  
4622 W 72ND ST  
STE C  
INDIANAPOLIS, IN 46268

Receipt Date: 07/24/2008

Receipt Status: Closed

The following details your transaction(s) with the Secretary of State's Office :

### Payment Submitted:

Payor	Payment Type	Reference	Comment	Amount
G. MAX RETTIG, P.C.	Check/ MO	1243		\$90.00
Total Amount :				<u>\$90.00</u>

### Transactions posted to this receipt:

Entity Name	Type of Filing	Amount
LANIZ MEDICAL, INC.	For-Profit Domestic Corporation : Articles of Merger	\$90.00
Total Amount :		<u>\$90.00</u>