

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ingo Stark	10/05/2008
RECEIVING PARTY DATA	
Name:	Digital Angel Corporation
Street Address:	490 Villaume Avenue
City:	South St. Paul
State/Country:	MINNESOTA
Postal Code:	55075
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12242810
CORRESPONDENCE DATA	
Fax Number:	(949)361-3064
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	949/466-3860
Email:	soneill@novatechip.com
Correspondent Name:	Novatech IP Law
Address Line 1:	1001 Ave. Pico, Suite C500
Address Line 4:	San Clemente, CALIFORNIA 92673
ATTORNEY DOCKET NUMBER:	APPDS-001B2C
NAME OF SUBMITTER:	Sean O'Neill
Total Attachments: 15 source=ASSN Stark signed#page1.tif source=Merger_Dig_Angel_Corp#page1.tif source=Merger_Dig_Angel_Corp#page2.tif source=Merger_Dig_Angel_Corp#page3.tif source=Merger_Dig_Angel_Corp#page4.tif	

OP \$40.00 12242810

PATENT

500674620

REEL: 021676 FRAME: 0061

source=Merger_Dig_Angel_Corp#page5.tif
source=Merger_Dig_Angel_Corp#page6.tif
source=Merger_Dig_Angel_Corp#page7.tif
source=Merger_Dig_Angel_Corp#page8.tif
source=Merger_Dig_Angel_Corp#page9.tif
source=Merger_Dig_Angel_Corp#page10.tif
source=Merger_Dig_Angel_Corp#page11.tif
source=Merger_Dig_Angel_Corp#page12.tif
source=Amdt-Dig.Angel.Corp#page1.tif
source=Amdt-Dig.Angel.Corp#page2.tif

ASSIGNMENT OF APPLICATION

Docket Number (Optional): APPDS-001B2C

Whereas, I, Ingo Stark, hereafter referred to as applicant, have invented certain new and useful improvements in IMPROVED LOW POWER THERMOELECTRIC GENERATOR

☒ for which an application for a United States Patent was filed on Sept. 30, 2008

Application Number 12/242,810

☐ for which an application for a United States Patent was executed on _____, and

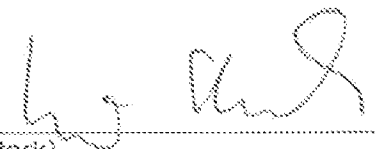
Whereas, Digital Angel Corporation of South St. Paul, MN herein referred to "assignee" whose mailing address is 490

Villaume Avenue, South St. Paul, MN 55076 is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of One dollars (\$1.00), the receipt whereof is acknowledged, and other good and valuable consideration, I, the applicant, by these presents do sell, assign and transfer unto said assignee the full and exclusive right to the said improvement in the United States, and by these presents do hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in, to and under said improvements, and said application and all divisions, renewals, continuations, and continuations-in-part thereof, and all United States Letters patent which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, including the full right to claim for any such application the priority benefits of the International Convention for the Protection of Industrial Property and other priority-conferring treaties, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, divisions, continuations, continuations-in-part, renewals and reissues thereof; and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument; I hereby authorize and request the Commissioner of Patents and Trademarks to issue said United States Patent to said assignee, of the entire right, title, and interest in and to the same, for his sole use and behoof; and for the use and behoof of his legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by me had this assignment and sale not been made.

Executed this 05 day of October, 20 08

at Riverside, CA
(city, state)


(Ingo Stark)

State of _____)

) SS:

County of _____)

Before me personally appeared said _____

and acknowledged the foregoing instrument to be his free act and deed this _____

day of _____, 20_____.

(Notary Public)

Note: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required. See below.

- Total of 1 forms are submitted.

PATENT

REEL: 021676 FRAME: 0063

Apostille

(Convention de La Haye du 5 Octobre 1961)

1. Country: *United States of America*

This public document:

2. *has been signed by Harriet Smith Windsor*

3. *acting in the capacity of Secretary of State of Delaware*

4. *bears the seal/stamp of Office of Secretary of State*

Certified

5. *at Dover, Delaware*

6. *the eighth day of October, A.D. 2008*

7. *by Secretary of State, Delaware Department of State*

8. *No. 0366755*

9. Seal/Stamp:



10. Signature:

Harriet Smith Windsor
Secretary of State

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"APPLIED DIGITAL SOLUTIONS, INC.", A MISSOURI CORPORATION,
WITH AND INTO "APPLIED DIGITAL SOLUTIONS, INC." UNDER THE
NAME OF "APPLIED DIGITAL SOLUTIONS, INC.", A CORPORATION
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE,
AS RECEIVED AND FILED IN THIS OFFICE THE TWENTIETH DAY OF APRIL,
A.D. 2007, AT 4:29 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

4313341 81007

AUTHENTICATION: 6900686

081023136

DATE: 10-08-08

You may verify this certificate online
at corp.delaware.gov/authver.shtml

PATENT
REEL: 021676 FRAME: 0065

**CERTIFICATE OF OWNERSHIP
AND
MERGER**

(Parent into Subsidiary)

**APPLIED DIGITAL SOLUTIONS, INC.
(a Missouri corporation)**

INTO

**APPLIED DIGITAL SOLUTIONS, INC.
(a Delaware corporation)**

(Pursuant to Section 253(a) of the General Corporation Law of Delaware)

Applied Digital Solutions, Inc., a corporation organized and existing under the laws of the State of Missouri.

DOES HEREBY CERTIFY:

FIRST; That it was organized pursuant to the provisions of The General and Business Corporation Law of Missouri, on the 11th day of May, 1993.

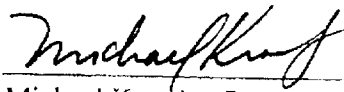
SECOND That it owns 100% of the outstanding shares of the capital stock of Applied Digital Solutions, Inc., a corporation organized pursuant to the provisions of the General Corporation Law of Delaware on the 7th day of March, 2007

THIRD: That its Board of Directors, pursuant to a unanimous written consent in lieu of a meeting dated as of the 30th day of March, 2007, determined to merge the corporation into said Applied Digital Solutions, Inc., a Delaware corporation, and did adopt the following resolutions:

SEE ATTACHED RESOLUTION

FOURTH: That this merger has been approved by the holders of at least a majority of the outstanding shares of stock of Applied Digital Solutions, Inc., a Delaware corporation, at a meeting duly called for that purpose, and has been approved by the Board of Directors of Applied Digital Solutions, Inc., a Missouri corporation, in accordance with Section 351.447 of the Missouri General and Business Corporations Law.

IN WITNESS WHEREOF, said Applied Digital Solutions, Inc., a Missouri corporation, has caused this Certificate to be signed by Michael Krawitz, President and CEO, an authorized officer this 30th day of March, 2007.

By: 
Michael Krawitz, President
and CEO

**UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS AND SHAREHOLDERS
OF APPLIED DIGITAL SOLUTIONS, INC. IN LIEU OF SPECIAL MEETING**

The undersigned, constituting all members of the Board of Directors (the "Board of Directors") and the holder of all issued and outstanding shares of stock (the "Shareholder") of APPLIED DIGITAL SOLUTIONS, INC., a Delaware corporation (the "Corporation"), do hereby unanimously consent, effective March 31, 2007, in lieu of a special meeting of the Board of Directors and the Shareholder on such date, to the adoption of the following resolutions pursuant to Section 141 and 228 of the Delaware General Corporation Law, which such unanimous consent (the "Consent") shall have the same force and effect as a unanimous vote at a duly held meeting of the Board of Directors and the Shareholder:

RESOLVED, that the Board of Directors of the Corporation and the Shareholder hereby authorize and approve the merger (the "Reincorporation Merger") of Applied Digital Solutions, Inc., a Missouri corporation ("Applied Missouri") with and into the Corporation in accordance with Section 351.447 of the Missouri General and Business Corporations Law and Section 253 of the Delaware General Corporation Law, and intend for the Reincorporation Merger to be qualified as a corporate reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, whereby the Corporation shall be the surviving corporation and pursuant to which, among other things:

(i) Each share of common stock, par value \$0.01 per share ("Applied Missouri Common Stock"), of Applied Missouri issued and outstanding immediately prior to the Effective Time (as defined in the Agreement) shall be converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of common stock, par value \$0.01 per share, of the Corporation ("Corporation Common Stock"), with the same rights, powers and privileges as the shares so converted and all shares of Applied Missouri Common Stock shall be cancelled and retired and shall cease to exist;

(ii) Each share of preferred stock, par value \$10 per share, of Applied Missouri ("Applied Missouri Preferred Stock") issued and outstanding, if any, immediately prior to the Effective Time shall be converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of preferred stock, par value \$10 per share, of the Corporation ("Corporation Preferred Stock"), with the same rights, powers and privileges as the shares so converted and all shares of Applied Missouri Preferred Stock shall be cancelled and retired and shall cease to exist;

(iii) Each option, warrant, purchase right, unit or other security of Applied Missouri issued and outstanding immediately prior to the Effective Time shall be converted into and shall be an identical security of the Corporation, convertible into the right to

acquire the same number of shares of Corporation Preferred Stock as the number of shares of Applied Missouri Preferred Stock that were acquirable pursuant to such option, warrant, purchase right, unit or other security. The same number of shares of Corporation Preferred Stock shall be reserved for purposes of the exercise of such options, warrants, purchase rights, units or other securities as is equal to the number of shares of the Applied Missouri Preferred Stock so reserved as of the Effective Time;

(iv) Each option, warrant, purchase right, unit or other security of Applied Missouri issued and outstanding immediately prior to the Effective Time shall be converted into and shall be an identical security of the Corporation, convertible into the right to acquire the same number of shares of Corporation Common Stock as the number of shares of Applied Missouri Common Stock that were acquirable pursuant to such option, warrant, purchase right, unit or other security. The same number of shares of Corporation Common Stock shall be reserved for purposes of the exercise of such options, warrants, purchase rights, units or other securities as is equal to the number of shares of Applied Missouri Common Stock so reserved as of the Effective Time; and

(v) Each share of Corporation Common Stock owned by Applied Missouri shall no longer be outstanding and shall be cancelled and retired and shall cease to exist.

RESOLVED, that the Board of Directors of the Corporation and the Shareholder hereby authorize and approve the Reincorporation Agreement and Plan of Merger by and between the Corporation and Applied Missouri (the "Agreement") in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

RESOLVED, the President of the Corporation is hereby authorized to execute and deliver the Agreement in the name and on behalf of the Corporation.

RESOLVED, that the President, any Vice President, the Treasurer and the Secretary of the Corporation hereby are, and each of them acting individually hereby is, authorized for and on behalf of the Corporation to execute and file the Agreement, a certificate of merger or articles of merger, as the case may be, with the Secretary of State of Delaware and the Secretary of State of Missouri pursuant to the laws of such respective states and to execute and deliver any such additional documents, instruments, certificates, undertakings, agreements of all kinds and description and to take such additional action as they or any of them deem necessary or appropriate to effectuate the Reincorporation Merger contemplated by the foregoing resolutions, the execution thereof by such officers being conclusive as to the necessity or advisability therefor.

RESOLVED, that the officers of the Corporation be, and each of them acting singly hereby is, authorized for and on behalf of the Corporation to execute and deliver all certificates, instruments, documents, agreements or other writings (including, without limitation, any amendments or changes to the agreements and other documents approved by the foregoing resolutions) and to take any and all other action as the officer or officers so acting may deem necessary or advisable to carry out the intent, terms and purposes of the foregoing resolutions and to cause the consummation of the transactions contemplated thereby.

RESOLVED, that this unanimous consent may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same unanimous consent and a signature of a Director or the Shareholder to this unanimous consent which may be sent by facsimile or other electronic transmission shall be deemed to constitute an original and fully effective signature of such Director or Shareholder.

RESOLVED, that this unanimous consent shall be filed with the minutes of the meetings of the Corporation's Board of Directors and Shareholder.

IN WITNESS WHEREOF, the undersigned have executed this unanimous consent the day and year first above written.

Daniel Penni

Scott Silverman

Dennis Rawan

Constance Weaver

J. Michael Norris

Being all the members of the Board of Directors of the Corporation

APPLIED DIGITAL SOLUTIONS, INC.,
a Missouri corporation

By: _____
Michael Krawitz, President

Being the sole Shareholder of the Corporation

EXHIBIT A
Reincorporation Agreement and Plan of Merger

This REINCORPORATION AGREEMENT AND PLAN OF MERGER (this "AGREEMENT"), dated as of February 28, 2007, is entered into between APPLIED DIGITAL SOLUTIONS, INC., a Missouri corporation ("APPLIED MISSOURI") and APPLIED DIGITAL SOLUTIONS, INC., a Delaware corporation and a wholly-owned subsidiary of Applied Missouri ("APPLIED DELAWARE").

RECITALS

WHEREAS, following approval by the Board of Directors of each of Applied Missouri and Applied Delaware, upon the terms and subject to the conditions herein stated, Applied Missouri shall be merged with and into Applied Delaware, and that Applied Delaware be the surviving corporation (the "REINCORPORATION MERGER");

WHEREAS, Applied Delaware is the wholly-owned subsidiary corporation of Applied Missouri;

WHEREAS, the Reincorporation Merger is effected pursuant to Section 351.447 of the Missouri General and Business Corporations Law (RSMo. § 351.447) and Section 253 of the Delaware General Corporation Law (8 Del. C. § 253);

WHEREAS, the Reincorporation Merger is intended to qualify as a corporate reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended ("Code"); and

WHEREAS, it is intended that as of the Effective Time of the REINCORPORATION MERGER, Applied Delaware shall have substantially the same capitalization, officers and directors as Applied Missouri immediately prior to the Effective Time of the REINCORPORATION MERGER.

NOW, THEREFORE, with the intent to be legally bound, the parties hereto agree as follows:

ARTICLE I
REINCORPORATION MERGER; EFFECTIVE TIME

1.1 Reincorporation Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2), Applied Missouri shall be merged with and into Applied Delaware whereupon the separate existence of Applied Missouri shall cease. Applied Delaware shall be the surviving corporation (sometimes hereinafter referred to as the "SURVIVING CORPORATION") in the Reincorporation Merger and shall continue to be governed by the laws of the State of Delaware. The Reincorporation Merger shall have the effects specified in the General Corporation Law of the State of Delaware, as amended (the "DGCL") and in the General and Business Corporation Law of the State of Missouri, as

amended (the "MGBCL") and the Surviving Corporation shall succeed, without other transfer, to all of the assets and property (whether real, personal or mixed), rights, privileges, franchises, immunities and powers of Applied Missouri, and shall assume and be subject to all of the duties, liabilities, obligations and restrictions of every kind and description of Applied Missouri, including, without limitation, all outstanding indebtedness of Applied Missouri.

1.2 Effective Time. Provided that the condition set forth in Section 5.1 has been fulfilled or waived in accordance with this Agreement and that this Agreement has not been terminated or abandoned pursuant to Section 6.1, on the date of the closing of the Reincorporation Merger, Applied Missouri and Applied Delaware shall cause this Agreement or a certificate of merger to be executed and filed with the Delaware Secretary of State (the "DELAWARE CERTIFICATE OF MERGER"), and the Delaware-certified certificate of merger together with articles of merger shall then be filed with the Missouri Secretary of State (the "MISSOURI CERTIFICATE OF MERGER"). The Reincorporation Merger shall become effective upon the date and time specified in the Delaware Certificate of Merger and the Missouri Articles of Merger (the "EFFECTIVE TIME").

ARTICLE II CHARTER AND BYLAWS OF THE SURVIVING CORPORATION

2.1 Certificate of Incorporation. The certificate of incorporation of Applied Delaware in effect at the Effective Time shall be the certificate of incorporation of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

2.2 Bylaws. The bylaws of Applied Delaware in effect at the Effective Time shall be the bylaws of the Surviving Corporation, until amended in accordance with the provisions provided therein or applicable law.

ARTICLE III OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1 Officers. The officers of Applied Delaware at the Effective Time (which are the identical officers of Applied Missouri prior to the REINCORPORATION MERGER) shall, from and after the Effective Time, be the officers of the Surviving Corporation, until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal.

3.2 Directors. The directors and the members of the various committees of the Board of Directors of Applied Delaware at the Effective Time (which are the identical directors and board committee members of Applied Missouri prior to the REINCORPORATION MERGER) shall, from and after the Effective Time, be the directors and members of such committees of the Surviving Corporation, until their successors have been duly elected or appointed and qualified, or until their earlier death, resignation or removal.

ARTICLE IV EFFECT OF MERGER ON CAPITAL STOCK

4.1 Effect of Merger on Capital Stock. At the Effective Time, as a result of the Reincorporation Merger and without any action on the part of Applied Missouri, Applied Delaware or the shareholders of Applied Missouri:

(a) Each share of common stock, par value \$0.01 per share, of Applied Missouri ("MISSOURI COMMON STOCK") issued and outstanding immediately prior to the Effective Time shall be converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of common stock, par value \$0.01 per share, of Applied Delaware ("DELAWARE COMMON STOCK"), with the same rights, powers and privileges as the shares so converted and all shares of Missouri Common Stock shall be cancelled and retired and shall cease to exist.

(b) Each share of preferred stock, par value \$10 per share, of Applied Missouri ("MISSOURI PREFERRED STOCK") issued and outstanding, if any, immediately prior to the Effective Time shall be converted (without the surrender of stock certificates or any other action) into one fully paid and non-assessable share of preferred stock, par value \$10 per share, of Applied Delaware ("DELAWARE PREFERRED STOCK"), with the same rights, powers and privileges as the shares so converted and all shares of Missouri Preferred Stock shall be cancelled and retired and shall cease to exist.

(c) Each option, warrant, purchase right, unit or other security of Applied Missouri issued and outstanding immediately prior to the Effective Time shall be converted into and shall be an identical security of Applied Delaware, convertible into the right to acquire the same number of shares of Delaware Preferred Stock as the number of shares of Missouri Preferred Stock that were acquirable pursuant to such option, warrant, purchase right, unit or other security. The same number of shares of Delaware Preferred Stock shall be reserved for purposes of the exercise of such options, warrants, purchase rights, units or other securities as is equal to the number of shares of the Missouri Preferred Stock so reserved as of the Effective Time.

(d) Each option, warrant, purchase right, unit or other security of Applied Missouri issued and outstanding immediately prior to the Effective Time shall be converted into and shall be an identical security of Applied Delaware, convertible into the right to acquire the same number of shares of Delaware Common Stock as the number of shares of Missouri Common Stock that were acquirable pursuant to such option, warrant, purchase right, unit or other security. The same number of shares of Delaware Common Stock shall be reserved for purposes of the exercise of such options, warrants, purchase rights, units or other securities as is equal to the number of shares of the Missouri Common Stock so reserved as of the Effective Time.

(e) Each share of Delaware Common Stock owned by Applied Missouri shall no longer be outstanding and shall be cancelled and retired and shall cease to exist.

4.2 Certificates. At and after the Effective Time, all of the outstanding certificates which immediately prior thereto represented shares of Missouri Common Stock, Missouri Preferred Stock, or options, warrants, purchase rights, units or other securities of Applied

Missouri, shall be deemed for all purposes to evidence ownership of and to represent shares of Delaware Common Stock, Delaware Preferred Stock, or options, warrants, purchase rights, units or other securities of Applied Delaware, as the case may be, into which the shares of Missouri Common Stock, Missouri Preferred Stock, or options, warrants, purchase rights, units or other securities of Applied Missouri, as the case may be, represented by such certificates have been converted as herein provided and shall be so registered on the books and records of the Surviving Corporation or its transfer agent. The registered owner of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to the Surviving Corporation or its transfer agent, have and be entitled to exercise any voting and other rights with respect to, and to receive any dividends and other distributions upon, the shares of Delaware Common Stock, Delaware Preferred Stock, or options, warrants, purchase rights, units or other securities of Applied Delaware, as the case may be, evidenced by such outstanding certificate, as above provided.

ARTICLE V CONDITION

5.1 Condition to Each Party's Obligation to Effect the Reincorporation Merger.

The respective obligation of each party hereto to effect the Reincorporation Merger is subject to receipt prior to the Effective Time of the requisite approval of this Agreement and the transactions contemplated hereby by the Board of Directors of each of Applied Missouri and Applied Delaware pursuant to Section 351.447 of the MGBCL and Section 253 of the DGCL on or before April 30, 2007.

ARTICLE VI TERMINATION

6.1 Termination. This Agreement may be terminated, and the Reincorporation Merger may be abandoned by the Board of Directors of Applied Missouri, at any time prior to the Effective Time, whether before or after approval of this Agreement by the Board of Directors of Applied Missouri, if the Board of Directors of Applied Missouri determines for any reason, in its sole judgment and discretion, that the consummation of the Reincorporation Merger would be inadvisable or not in the best interests of Applied Missouri and its shareholders. In the event of the termination and abandonment of this Agreement pursuant to this Section 6.1, this Agreement shall become null and void and have no effect, without any liability on the part of either Applied Missouri or Applied Delaware, or any of their respective shareholders, directors or officers.

ARTICLE VII MISCELLANEOUS AND GENERAL

7.1 Modification or Amendment. Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement; provided, however, that an amendment made subsequent to the approval of this Agreement by the Board of Directors of Applied Missouri shall not (i) alter or change the amount or kind of shares and/or rights to be received in exchange for or on conversion of all or any of the shares or any class or series thereof of such corporation, (ii) alter or change any provision of the certificate

of incorporation of the Surviving Corporation to be effected by the Reincorporation Merger, or (iii) alter or change any of the terms or conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series of capital stock of any of the parties hereto.

7.2 Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

7.3 Governing Law. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Delaware without regard to the conflict of law principles thereof.

7.4 Entire Agreement. This Agreement constitutes the entire agreement, and supercedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

7.5 No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

7.6 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

7.7 Headings. The headings therein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "APPLIED DIGITAL SOLUTIONS, INC.", CHANGING ITS NAME FROM "APPLIED DIGITAL SOLUTIONS, INC." TO "DIGITAL ANGEL CORPORATION", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF JUNE, A.D. 2008, AT 12:36 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

4313341 8100

AUTHENTICATION: 6906158

081030152

DATE: 10-10-08

You may verify this certificate online
at corp.delaware.gov/authver.shtml

PATENT
REEL: 021676 FRAME: 0076

**CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION
OF
APPLIED DIGITAL SOLUTIONS, INC.**

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is Applied Digital Solutions, Inc.

2. The Certificate of Incorporation of the Corporation, as amended, is hereby amended by changing the Article numbered "One" so that, as amended, said Article shall be and read as follows:

"ARTICLE ONE

The name of the corporation is Digital Angel Corporation (the "Corporation")."

3. The Certificate of Incorporation of the Corporation, as amended, is hereby amended by changing the first paragraph of the Article numbered "Three" so that, as amended, said paragraph of said Article shall be and read as follows:

"ARTICLE THREE

The aggregate number of shares of all classes of stock which the Corporation shall have authority to issue is One Hundred Ninety Five Million (195,000,000) shares, of which Five Million (5,000,000) shares shall be preferred stock ("Preferred Stock") having a par value of \$10.00 per share and One Hundred Ninety Million (190,000,000) shares shall be common stock ("Common Stock") having a par value of \$.01 per share. A statement of the preferences, qualifications, limitations, restrictions, and the special or relative rights, including convertible rights, in respect of the shares of each class are as follows:"

4. Pursuant to a resolution of its Board of Directors, a meeting of stockholders of the Corporation was duly called and held on June 20, 2008, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware, at which meeting the necessary number of shares as required by statute were voted in favor of the amendments.

5. The foregoing amendments were duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be signed this 20th day of June, 2008.

By: 

Name: Lorraine M. Breece

Title: Senior Vice President and Chief Financial Officer

3873872v1

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:01 PM 06/20/2008
FILED 12:36 PM 06/20/2008
SRV 080713510 - 4313341 FILE