

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 04/01/2011 |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Life Measurement, Inc. | 03/22/2011 |
| RECEIVING PARTY DATA | |
| Name: | Cosmed USA, Inc. |
| Street Address: | 2211 North Easton Avenue |
| Internal Address: | Suite 305 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60614 |
| PROPERTY NUMBERS Total: 4 | |
| Property Type | Number |
| Patent Number: | 6910373 |
| Patent Number: | 6702764 |
| Patent Number: | 6778926 |
| Patent Number: | 7022087 |
| CORRESPONDENCE DATA | |
| Fax Number: | (617)235-9492 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Email: | tina.gill@ropesgray.com |
| Correspondent Name: | Ropes & Gray |
| Address Line 1: | 1211 Avenue of Americas |
| Address Line 2: | Patent Docketing 39/361 |
| Address Line 4: | New York, NEW YORK 10036-8704 |
| ATTORNEY DOCKET NUMBER: | 002294-0001 |

CH \$160.00 6910373

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PATENT
REEL: 026707 FRAME: 0417

NAME OF SUBMITTER:

Tina M. Gill

Total Attachments: 8

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D1071151

File Number 6150-121-5

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

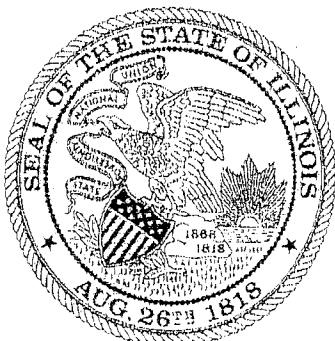
APR -5 2011



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE
AND CORRECT COPY, CONSISTING OF 6 PAGES, AS TAKEN FROM THE ORIGINAL
ON FILE IN THIS OFFICE FOR COSMED USA, INC..*****



*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 5TH
day of APRIL A.D. 2011*

Jesse White

SECRETARY OF STATE

Authentication #: 1109500497

Authenticate at: <http://www.cyberdriveillinois.com>

PATENT
REEL: 026707 FRAME: 0419

FORM **BCA 11.25** (rev. Dec. 2003)
ARTICLES OF MERGER,
CONSOLIDATION OR EXCHANGE
Business Corporation Act

Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-6961
www.cyberdriveillinois.com

FILED

APR 01 2011

JESSE WHITE
SECRETARY OF STATE

Remit payment in the form of a
check or money order payable
to Secretary of State.

Filing fee is \$100, but if merger or
consolidation involves more than two
corporations, submit \$50 for each
additional corporation.

File # 6150-121-5 Filing Fee: \$ 100.00 Approved: lt

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

NOTE: Strike inapplicable words in Items 1, 3, 4 and 5.

1. Names of Corporations proposing to ~~consolidate~~ ^{merge} and State or Country of Incorporation.
~~exchange shares~~

| Name of Corporation | State or Country of Incorporation | Corporation File Number |
|-------------------------------|--------------------------------------|----------------------------|
| <u>COSMED USA, Inc.</u> | <u>S Illinois</u> | <u>61501215</u> |
| <u>Life Measurement, Inc.</u> | <u>California</u> | <u>NR</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

2. The laws of the state or country under which each Corporation is incorporated permits such merger, consolidation or exchange.

3. a. Name of the ~~new~~ ^{surviving} corporation: COSMED USA, Inc.
~~acquiring~~
- b. Corporation shall be governed by the laws of: Illinois

For more space, attach additional sheets of this size.

4. Plan of ~~consolidation~~ ^{merger} is as follows:
~~exchange~~

5. The ~~consolidation~~ ^{merger} ~~exchange~~ was approved, as to each Corporation not organized in Illinois, in compliance with the laws of the state under which it is organized, and (b) as to each Illinois Corporation, as follows:

The following items are not applicable to mergers under §11.30 — 90 percent-owned subsidiary provisions. (See Article 7 on page 3.)

Mark an "X" in one box only for each Illinois Corporation.

| Name of Corporation: | By the shareholders, a resolution of the board of directors having been duly adopted and submitted to a vote at a meeting of shareholders. Not less than the minimum number of votes required by statute and by the Articles of Incorporation voted in favor of the action taken. (§11.20) | By written consent of the shareholders having not less than the minimum number of votes required by statute and by the Articles of Incorporation. Shareholders who have not consented in writing have been given notice in accordance with §7.10 and §11.20. | By written consent of ALL shareholders entitled to vote on the action, in accordance with §7.10 and §11.20. |
|----------------------|--|--|---|
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

6. Not applicable if surviving, new or acquiring Corporation is an Illinois Corporation.

It is agreed that, upon and after the filing of the Articles of Merger, Consolidation or Exchange by the Secretary of State of the State of Illinois:

- The surviving, new or acquiring Corporation may be served with process in the State of Illinois in any proceeding for the enforcement of any obligation of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange and in any proceeding for the enforcement of the rights of a dissenting shareholder of any such Corporation organized under the laws of the State of Illinois against the surviving, new or acquiring Corporation.
- The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving, new or acquiring Corporation to accept service of process in any such proceedings, and
- The surviving, new or acquiring Corporation will promptly pay to the dissenting shareholders of any Corporation organized under the laws of the State of Illinois which is a party to the merger, consolidation or exchange the amount, if any, to which they shall be entitled under the provisions of The Business Corporation Act of 1983 of the State of Illinois with respect to the rights of dissenting shareholders.

7. Complete if reporting a merger under §11.30 — 90 percent-owned subsidiary provisions.

- a. The number of outstanding shares of each class of each merging subsidiary Corporation and the number of such shares of each class owned immediately prior to the adoption of the plan of merger by the parent Corporation:

| Name of Corporation | Total Number of Shares Outstanding of Each Class | Number of Shares of Each Class Owned Immediately Prior to Merger by the Parent Corporation |
|------------------------|--|--|
| Life Measurement, Inc. | 8,228,212 | 8,228,212 |
| | | |
| | | |
| | | |
| | | |

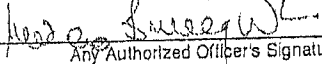
- b. Not applicable to 100 percent-owned subsidiaries.

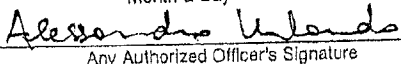
The date of mailing a copy of the plan of merger and notice of the right to dissent to the shareholders of each merging subsidiary Corporation was _____ Month & Day _____ Year

Was written consent for the merger or written waiver of the 30-day period by the holders of all the outstanding shares of all subsidiary Corporations received? ☐ Yes ☐ No

(If "No," duplicate copies of the Articles of Merger may not be delivered to the Secretary of State until after 30 days following the mailing of a copy of the plan of merger and the notice of the right to dissent to the shareholders of each merging subsidiary Corporation.)

8. The undersigned Corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct. All signatures must be in BLACK INK.

Dated MARCH 22, 2011 COSMED USA, Inc.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
MARCO BRUGNOLI, President
Name and Title (type or print)

Dated March 22, 2011 Life Measurement, Inc.
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature
ALESSANDRO URLANDO, COO
Name and Title (type or print)

Dated _____, _____
Month & Day Year Exact Name of Corporation

Any Authorized Officer's Signature

Name and Title (type or print)

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated March 14, 2011, by and between Cosmed USA, Inc., an Illinois corporation ("Cosmed") and Life Measurement, Inc., a California corporation ("LMI").

WHEREAS, the respective boards of directors of LMI and Cosmed deem advisable and in the best interests of their respective corporations, and have approved, the merger of LMI with and into Cosmed (the "Merger"), in accordance with the California General Corporation Law, as amended (the "LMI Law") and the Illinois Business Corporation Act of 1983 (the "Cosmed Law"), upon the terms and subject to the conditions of this Agreement and have approved and adopted this Agreement and authorized the transactions contemplated hereby; and

WHEREAS, Cosmed is the sole stockholder of LMI and intends to approve this Agreement in accordance with 805 ILCS 5/11.30;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I THE MERGER

SECTION 1.01. The Merger. At the Effective Time (as defined in Section 1.02 below), upon the terms and subject to the conditions of this Agreement, (i) LMI shall be merged with and into Cosmed in accordance with the LMI Law and the Cosmed Law, (ii) the separate existence of LMI shall cease, and (iii) Cosmed shall be the surviving corporation in the Merger (the "Surviving Corporation") and shall be named "Cosmed USA, Inc."

SECTION 1.02. Effective Time. The Merger shall become effective at the time of the filing of articles of merger with the Secretary of State of Illinois in accordance with the applicable provisions of the Cosmed Law (the "Articles of Merger") (the "Effective Time").

SECTION 1.03. Articles of Incorporation and Bylaws. The Articles of Incorporation of Cosmed and the Bylaws of Cosmed as in effect immediately prior to the Effective Time shall be the Articles of Incorporation and the Bylaws of the Surviving Corporation until further amended or supplemented in accordance with their respective terms.

SECTION 1.04. Directors and Officers of the Surviving Corporation. The directors and officers of the Surviving Corporation shall be as listed below, until their respective successors shall have been duly elected and qualified or until their earlier death, resignation or removal.

Directors - 1
Marco Brugnoli

Officers

| | | |
|--------------------|---|---|
| Marco Brugnoli | - | President/Chief Executive Officer |
| Alessandro Urlando | - | Vice President/Chief Operating Officer |
| Steven Roberts | - | Chief Financial Officer/Assistant Secretary |
| Nicola Fiordalisi | - | Secretary |

SECTION 1.05. Property. All of the property, rights, privileges, leases and patents of LMI are to be transferred to and become the property of the Surviving Corporation. The officers and board of directors of the above named corporations are authorized to execute all deeds, assignments, and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.

ARTICLE II EFFECT OF MERGER ON CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

SECTION 2.01. Cancellation of Common Stock of LMI. At the Effective Time, each share of the \$0.01 par value Common Stock of LMI which shall be outstanding immediately prior to the Effective Time, shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled for no consideration.

SECTION 2.02. Conversion of Common Stock of Cosmed. At the Effective Time, by virtue of the Merger and without any action on the part of any holder thereof, each share of the no par value Common Stock of Cosmed which shall be outstanding immediately prior to the Effective Time, shall be converted into and become an equal number of shares of the no par value Common Stock of the Surviving Corporation.

ARTICLE III MISCELLANEOUS

SECTION 3.01. Amendment. This Agreement may not be amended except by an instrument in writing signed by the parties hereto and only prior to the filing of the Articles of Merger..

SECTION 3.02. Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

SECTION 3.03. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to the respective parties when delivered in person, by cable, telegram, telex or telecopy, or when received by registered or certified mail (postage prepaid, return receipt requested), at their respective principal executive offices or at such other address as the person to whom notice is given may have previously furnished to the other in writing in the manner set forth above (provided that notice of any change of address shall be effective only upon receipt thereof).

SECTION 3.04. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

SECTION 3.05. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

SECTION 3.06. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

SECTION 3.07. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its officers thereunto duly authorized, all as of the day and year first above written.

Life Measurement, Inc.

By: Alessandro Urlando
Name: Alessandro Urlando
Title: President

Cosmed USA, Inc.

By: Marco Brugnoli
Name: Marco Brugnoli
Title: President



I hereby certify that the foregoing
transcript of Page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

APR 21 2011 ^L

Date: _____

Debra Bowen
DEBRA BOWEN Secretary of State

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