

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/10/1997
CONVEYING PARTY DATA	
Name	Execution Date
Physio-Control Corporation, a Delaware corp.	06/03/1997
RECEIVING PARTY DATA	
Name:	Physio-Control Corporation, a Washington corp.
Street Address:	11811 Willows Road NE
City:	Redmond
State/Country:	WASHINGTON
Postal Code:	98052
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5309909
CORRESPONDENCE DATA	
Fax Number:	(312)862-2200
Phone:	312-862-6371
Email:	renee.prescan@kirkland.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Renee Prescan
Address Line 1:	300 North LaSalle Street
Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	31500-895 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Total Attachments: 7 source=1_Physio-control Corporation to Physio-control Corporation#page1.tif	

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UNITED STATES OF AMERICA

The State of



Washington

Secretary of State

I, **Sam Reed**, Secretary of State of the State of Washington and custodian of its seal,  
hereby issue this

certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

PHYSIO-CONTROL TRANSFER CORPORATION

Changing name to PHYSIO-CONTROL CORPORATION

as filed in this office on June 10, 1997.

Date: February 2, 2012



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

PATENT

REEL: 027687 FRAME: 0337



# STATE of WASHINGTON



## SECRETARY of STATE

*I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal, hereby issue this*

### CERTIFICATE OF MERGER

to

### PHYSIO-CONTROL TRANSFER CORPORATION

a Washington Profit Corporation. Articles of Merger were filed for record in this office on the date indicated below.

**Merging PHYSIO-CONTROL CORPORATION (A Delaware corp. qualified in Washington) into PHYSIO-CONTROL TRANSFER CORPORATION; and Changing name to PHYSIO-CONTROL CORPORATION**

UBI Number: 601 796 710

Date: June 10, 1997



*Given under my hand and the Seal of the State of Washington at Olympia, the State Capital*

*RALPH MUNRO*  
Ralph Munro, Secretary of State

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ARTICLES OF MERGER  
OF  
PHYSIO-CONTROL CORPORATION  
WITH AND INTO  
PHYSIO-CONTROL TRANSFER CORPORATION

FILED  
STATE OF WASHINGTON

JUN 10 1997

RALPH MUNHO  
SECRETARY OF STATE

06/10/1997 - 225344  
AM on 06/10/1997  
- 06/05/1997 - 1380062

Pursuant to Section 23B.11.050 of the Washington Business Corporation Act (the "Act"), Physio-Control Transfer Corporation, a Washington corporation (the "Surviving Corporation"), submits these Articles of Merger for filing:

1. The Agreement and Plan of Merger is attached hereto and made a part as though fully set forth herein.

2. The approval of the shareholder of Physio-Control Corporation, a Delaware corporation, was obtained pursuant to Section 252 of the General Corporation Law of the State of Delaware. The approval of the shareholder of Surviving Corporation was not required pursuant to Section 23B.11.030(7) of the WBCA.

3. The Effective Date, as provided in the Agreement and Plan of Merger, for such Merger shall be June 10, 1997.

Dated: June 3, 1997.

PHYSIO-CONTROL TRANSFER CORPORATION  
a Washington Corporation

By

  
V. Marc Droppert  
Secretary

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is entered into as of the 3<sup>rd</sup> day of June, 1997, in accordance with Section 252 of the General Corporation Law of the State of Delaware, as amended, and RCW 23B.11.070, by and between Physio-Control Transfer Corporation, a Washington corporation ("Surviving Corporation"), and Physio-Control Corporation, a Delaware corporation ("Merging Corporation"). Surviving Corporation and Merging Corporation are sometimes collectively referred to hereinafter as the "Constituent Corporations."

### RECITALS

A. The respective boards of directors of Merging Corporation and Surviving Corporation have determined it in the best interest of each respective Constituent Corporation to merge (the "Merger") Merging Corporation with and into Surviving Corporation.

B. The shareholder of Merging Corporation approved the Merger.

C. The Constituent Corporations now desire the Merger to be effected pursuant to the terms and conditions of this Merger Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

#### 1. General.

1.1 The Merger. On the Effective Date (as herein defined) of the Merger, Merging Corporation shall be merged with and into Surviving Corporation and the separate existence of Merging Corporation shall cease and Surviving Corporation shall survive such Merger.

1.2 Articles of Incorporation and Bylaws. The Articles of Incorporation of Surviving Corporation as in effect immediately prior to the Effective Date shall be the Articles of Incorporation of the Surviving Corporation, except that Article I of the Articles of Incorporation of Surviving Corporation hereby is amended and restated as follows:

The name of the corporation is Physio-Control Corporation.

The By-laws of Surviving Corporation as in effect immediately prior to the Effective Date shall be the By-laws of the surviving corporation.

1.3 Directors and Officers. The directors of Merging Corporation in office on the Effective Date shall become the directors of the surviving corporation, until their successors shall have been elected and qualified. The officers of Merging Corporation in office on the Effective Date shall become the officers of the surviving corporation, until their successors shall have been elected and qualified.

1.4 Property and Liabilities of Constituent Corporations. On the Effective Date, the separate existence of Merging Corporation shall cease and Merging Corporation shall be merged into the surviving corporation. The Surviving Corporation, from and after the Effective Date, shall possess all the rights, privileges, powers and franchises of whatsoever nature and description; of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; all rights, privileges, powers and franchises of each of the Constituent Corporations, and all property, real, personal and mixed, of and debts due to either of the Constituent Corporations on whatever account as, well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all other interests shall be thereafter as effectually the property of the surviving corporation as they were of the several and respective Constituent Corporations and the title to any real estate vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger. All rights of creditors and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Corporations thenceforth shall attach to the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any claim existing or action or proceeding, whether civil, criminal or administrative pending by or against either Constituent Corporation may be prosecuted to judgment or decree as if the Merger had not taken place, or the surviving corporation may be substituted in such action or proceeding.

1.5 Further Assurances. Merging Corporation agrees that, at any time, or from time to time, as and when requested by the Surviving Corporation, or by its successors and assigns, it will execute and deliver, or cause to be executed and delivered in its name by its last acting officers, or by the corresponding officers of the Surviving Corporation, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as the Surviving Corporation, its successors or assigns may deem necessary or desirable in order to evidence the transfer, vesting or devolution of any property, right, privilege or franchise or to vest or perfect in or confirm to the Surviving Corporation, its successors and assigns, title to and possession of all the property, rights, privileges, powers, franchises and interests referred to in this Section 1 herein and otherwise to carry out the intent and purposes hereof.

1.6 Shareholder Approval. The sole shareholder of the Merging Corporation approved the merger.

1.7 Effective Date. This Merger Agreement shall become effective at 4:59 p.m. Pacific time on the later of (a) the day on which an executed counterpart of a Certificate of Ownership and Merger is filed with the Secretary of State of the State of Delaware in the manner required by the General Corporation Law of the State of Delaware and (b) the day on which an executed counterpart of Articles of Merger containing this Merger Agreement are filed with the Secretary of State of Washington in the manner required by the Washington Business Corporation Act or (c) a later specified effective date as set forth in the Articles of Merger so filed with the Secretaries of State (the "Effective Date").

2. Capital Stock of the Surviving Corporation.

2.1 Merging Corporation Shares. Each share of the Common Stock of Merging Corporation issued and outstanding immediately prior to the Effective Date, upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, shall be converted into one validly issued, fully paid and non-assessable share of Common Stock of Surviving Corporation.

2.2 Surviving Corporation Shares. On the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of Surviving Corporation outstanding immediately prior thereto shall be canceled and returned to the status of authorized but unissued shares.

2.3 Exchange of Stock Certificates. On and after the Effective Date, the shareholders of Merging Corporation may surrender to Surviving Corporation the certificate or certificates which represent shares of capital stock of Merging Corporation to an agent designated by Surviving Corporation, and shall thereupon be entitled to receive such number of shares of capital stock of Surviving Corporation in accordance with this Section 2.

3. Miscellaneous.

3.1 Counterparts. This Merger Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one Merger Agreement.

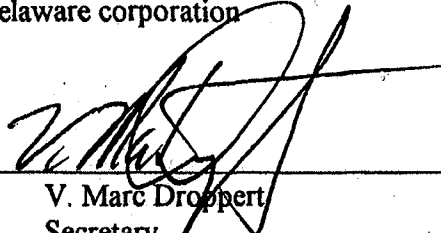


IN WITNESS WHEREOF, the Constituent Corporations have executed this Merger Agreement as of the date and year first above written.

**MERGING CORPORATION:**

Physio-Control Corporation,  
a Delaware corporation

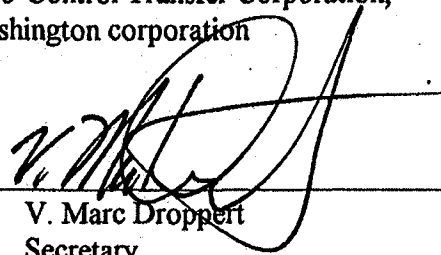
By

  
V. Marc Droppert  
Secretary

**SURVIVING CORPORATION:**

Physio-Control Transfer Corporation,  
a Washington corporation

By

  
V. Marc Droppert  
Secretary

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