

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Merger and Change of Name
CONVEYING PARTY DATA	
Name	Execution Date
Imaging Therapeutics, Inc.	12/30/2009
RECEIVING PARTY DATA	
Name:	ImaTx, Inc.
Street Address:	28 Crosby Drive
City:	Bedford
State/Country:	MASSACHUSETTS
Postal Code:	01730
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7058159
CORRESPONDENCE DATA	
Fax Number:	6174430004
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-443-9292
Email:	rmooney@sunsteinlaw.com
Correspondent Name:	Kathryn E. Noll
Address Line 1:	Sunstein Kann Murphy & Timbers LLP
Address Line 2:	125 Summer Street
Address Line 4:	Boston, MASSACHUSETTS 02110-1618
ATTORNEY DOCKET NUMBER:	3155/107
NAME OF SUBMITTER:	Kathryn E. Noll
Total Attachments: 13 source=ram3155_107_MergerNameChange#page1.tif source=ram3155_107_MergerNameChange#page2.tif source=ram3155_107_MergerNameChange#page3.tif source=ram3155_107_MergerNameChange#page4.tif	

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State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 12 page(s) is a full, true and correct copy of the original record in the custody of this office.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 31 2009

DEBRA BOWEN
Secretary of State

A0698980

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

AGREEMENT OF MERGER

DEC 30 2009

This Agreement of Merger (this "**Agreement**") is entered into as of December 30, 2009 by and between Imaging Therapeutics, Inc., a California corporation ("**ImaTx**"), and ConforMIS ImaTx, Inc., a California corporation ("**Merger Sub**") and a wholly-owned subsidiary of ConforMIS Inc., a Delaware corporation ("**Parent**").

WHEREAS, this Agreement is being entered into pursuant to an Agreement and Plan of Merger (the "**Merger Agreement**") dated as of December 9, 2009 by and among Parent, ImaTx and Merger Sub.

WHEREAS, the board of directors of each of Parent, ImaTx and Merger Sub have determined that the merger of Merger Sub with and into ImaTx (the "**Merger**") is in the best interests of their respective shareholders and stockholders.

WHEREAS, each of the (i) sole shareholder of Merger Sub, and (ii) the holders of a majority of the outstanding shares of Common Stock of ImaTx, no par value (the "**Common Stock**"), and Series A Preferred Stock, no par value (the "**Preferred Stock**"), voting together as a single class on an as-converted to Common Stock basis, (b) the holders of 66 2/3% of the outstanding shares of Preferred Stock, and (c) the holders of a majority of the outstanding shares of Common Stock, in each case, have approved the Merger in accordance with ImaTx's articles of incorporation and applicable law.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Reverse Merger.** Merger Sub shall be merged with and into ImaTx and ImaTx shall be the surviving corporation (the "**Surviving Corporation**") and a wholly owned subsidiary of Parent.
2. **Effective Time.** The Merger contemplated herein shall become effective (the "**Effective Time**") when a copy of this Agreement, with the required officers' certificates attached, is filed with the Secretary of State of the State of California in accordance with Section 1103 of the California Corporations Code (the "**CCC**"). The Merger shall have the effects set forth in the CCC.
3. **Succession.** At the Effective Time, all the property, rights, privileges, powers and franchises of Merger Sub and ImaTx shall vest in the Surviving Corporation, and all the debts, liabilities and duties of Merger Sub and ImaTx shall become the debts, liabilities and duties of the Surviving Corporation. On the Effective Time, the separate existence of Merger Sub shall cease.

4. **Articles of Incorporation and Bylaws.** Immediately after the Effective Time, the articles of incorporation of the Surviving Corporation shall be amended and restated as set forth in Annex I to this Agreement until thereafter amended in accordance with the provisions thereof and as provided by applicable law. The Bylaws of ImaTx as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Corporation after the Effective Time until such time as amended in accordance with the provisions thereof and as provided by applicable law.

5. **Directors and Officers.** Immediately after the Effective Time, the directors of Merger Sub at the Effective Time shall be the directors of the Surviving Corporation and the officers of Merger Sub at the Effective Time shall be the officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

6. **Further Assurances.** At any time after the Effective Time, the last acting officers of Merger Sub or the corresponding officers of the Surviving Corporation may, in the name of such corporations, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other actions as the Surviving Corporation may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all of the property, rights, privileges powers, franchises, immunities and interests of Merger Sub and otherwise to carry out the purposes of this Agreement.

7. **Capital Stock of Merger Sub.** Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of common stock of Merger Sub, no par value, outstanding immediately prior to the Effective Time shall be converted into and become one fully paid and non-assessable share of the Surviving Corporation common stock, no par value.

8. **Capital Stock of ImaTx.**

(a) Immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each share of Preferred Stock issued and outstanding immediately prior to the Effective Time, other than shares held by shareholders who perfect their rights as dissenting shareholders under California law, shall be converted into one share of Common Stock.

(b) Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each 10 shares of Common Stock issued and outstanding immediately prior to the Effective Time, other than shares held by shareholders who perfect their rights as dissenting shareholders under California law, shall be cancelled and converted into the right to receive one share of Common Stock of Parent (the "***Merger Consideration***"), subject to the terms and conditions of the Merger Agreement.

(c) Upon conversion of the shares of Common Stock and Preferred Stock (the "***Capital Stock***"), all such shares of Common Stock and Preferred Stock shall no longer be outstanding and shall automatically be canceled and extinguished and shall cease to

exist, and each certificate previously representing any such shares shall thereafter represent only the right to receive the Merger Consideration in respect of such shares upon the surrender of the certificate representing such shares.

9. **Stock Certificates of ImaTx.** On and after the Effective Time, holders of certificates which immediately prior to the Effective Time represented outstanding shares of ImaTx, other than shares of the Capital Stock of ImaTx that are owned by Parent, Merger Sub or any other subsidiary of Parent, shall be deemed for all purposes to represent the right to receive the consideration described in Section 8 above for each share held by them.

10. **Stock Certificates of Merger Sub.** On and after the Effective Time, holders of certificates which immediately prior to the Effective Time represented outstanding shares of Merger Sub, shall be deemed for all purposes to represent the right to receive the consideration described in Section 7 above for each share held by them.

11. **No Fractional Shares.** No certificates representing less than one share of Parent common stock shall be issued in exchange for shares of ImaTx Capital Stock. In lieu of any fractional share, each holder of shares of ImaTx Capital Stock who would otherwise have been entitled to a fraction of a share of Parent common stock shall be paid cash (without interest) in an amount equal to the product obtained by multiplying (a) the fractional share interest to which such holder (after taking into account and aggregating all shares of ImaTx Capital Stock held by such holder) would otherwise be entitled by (b) \$0.216.

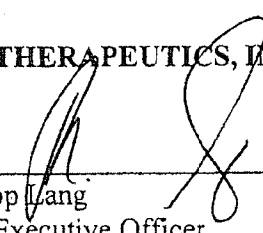
12. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

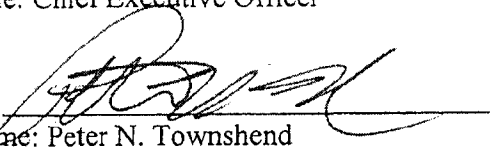
13. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction.

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

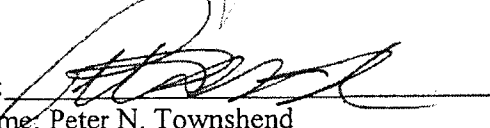
IMAGING THERAPEUTICS, INC.

By: 
Name: Philipp Lang
Title: Chief Executive Officer

By: 
Name: Peter N. Townshend
Title: Secretary

CONFORMIS IMATX, INC.

By: 
Name: David Cervený
Title: Vice President

By: 
Name: Peter N. Townshend
Title: Secretary

ANNEX I

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF IMAGING THERAPEUTICS, INC.

ARTICLE 1. NAME

The name of the Company is ImaTx, Inc.

ARTICLE 2. PURPOSE

The purpose of the Company is to engage in any lawful act or activity for which a corporation must be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE 3. AUTHORIZED CAPITAL

The Company is authorized to issue one class of shares which shall be known as Common Stock. The total number of shares of Common Stock which the Company is authorized to issue is 1,000 shares.

ARTICLE 4.

[Intentionally Removed]

ARTICLE 5. LIMITATION OF DIRECTOR LIABILITY

The liability of directors of the Company for monetary damages shall be eliminated to the fullest extent permissible under California law. If, after the effective date of this Article 5, California law is amended in a manner which permits a corporation to limit the monetary or other liability of its directors in such case to a greater extent than is permitted on such effective date, the reference in this Article 5 to "California law" shall to that extent be deemed to refer to California as so amended.

ARTICLE 6. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

1. Indemnification of Directors.

The Company shall, to the maximum extent and in a manner permitted by the California Corporations Code (the "Code"), indemnify each of its Directors against expenses (as defined in Section 317(a) of the Code), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding (as defined in Section 317(a) of the Code), arising by reason of the fact that such person is or

was a Director of the Company. For purposes of this Article 6, a "Director" of the Company includes any person (i) who is or was a director of the Company, (ii) who is or was serving at the request of the Company as a director of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or (iii) who was a director of a corporation which was a predecessor corporation of the Company or of another enterprise at the request of such predecessor corporation.

2. *Indemnification of Others.*

The Company shall have the power, to the extent and in the manner permitted by the Code, to indemnify each of its employees, officers and agents (other than Directors) against expenses (as defined in Section 317(a) of the Code), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined in Section 317(a) of the Code), arising by reason of the fact that such person is or was an employee, officer or agent of the Company. For purposes of this Article 6, an "employee" or "officer" or "agent" of the Company (other than a Director) includes any person (i) who is or was an employee, officer or agent of the Company, (ii) who is or was serving at the request of the Company as an employee, officer or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise or (iii) who was an employee, officer or agent of a corporation which was a predecessor corporation of the Company or of another enterprise at the request of such predecessor corporation.

3. *Payment of Expenses in Advance.*

Expenses and attorneys' fees incurred in defending any civil or criminal action or proceeding for which indemnification is required pursuant to Section 1 hereof, or if otherwise authorized by the Board, shall be paid by the Company in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified as authorized in this Article 6.

4. *Indemnity Not Exclusive.*

The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Company's Bylaw, any agreement, or a vote of shareholders or Directors, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office. The rights to indemnity hereunder shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

5. *Insurance Indemnification.*

The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Company against any liability asserted against or incurred by such person in such capacity or arising out of that person's status as such, whether or not the Company would have the

power to indemnify that person against such liability under the provisions of this Article 6.

6. Conflicts.

No indemnification or advance shall be made under this Article 6, except in accordance with Sections 317(d) or 317(e)(4) of the Code, in any circumstance where it appears:

(a) That it would be inconsistent with a provision of these Articles of Incorporation, a resolution of the shareholders or all agreements in effect at the time of the accrual of the alleged cause of the action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

7. Right to Bring Suit.

If a claim under this Article 6 is not paid in full by the Company within 90 days after a written claim has been received by the Company (either because the claim is denied or because no determination is made), the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. The Company shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the Code for the Company to indemnify the claimant for the claim. Neither the failure of the Company (including the Board, independent legal counsel, or its shareholders) to have a determination prior to the commencement of such action that indemnification of the claimant is permissible in the circumstances because it has met the applicable standard of conduct, if any, nor an actual determination by the Company (including the Board, independent legal counsel, or its shareholders) that the claimant has not met the applicable standard of conduct, shall be a defense to such action or create a presumption for the purposes of such action that the claimant has not met the applicable standard of conduct.

8. Indemnity Agreements.

The Board is authorized to enter into contract with any Director, officer, employee or agent of the Company, or any person who is or was serving at the request of the Company as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, or any person who was a Director, officer, employee or agent of a corporation which was a predecessor corporation of the Company or of another enterprise at the request of such predecessor corporation, providing for indemnification rights equivalent to or, if the Board so determines and to the extent permissible by applicable law (including section 204(a)(11) of the Code), greater than those provided for in this Article 6.

9. *Amendment, Repeal or Modification.*

Any amendment, repeal or modification of any provision of this Article 6 shall not adversely affect any right or protection of a Director, employee, officer or agent of the Company existing at the time of such amendment, repeal or modification.

10. *Amendment of California Law.*

If, after the effective date of this Article 6, California law is amended in a manner which permits a corporation to authorize indemnification of, or advancement of such defense expenses to, its directors or other persons, in any such case to a greater degree than is permitted on such effective date, the references in this Article 6 to "California law" shall to that extent be deemed to refer to California as so amended.

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

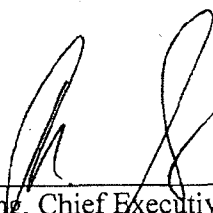
Philipp Lang and Peter N. Townshend hereby certify that:

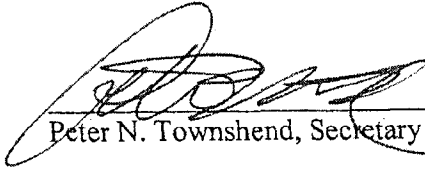
1. They are the Chief Executive Officer and Secretary, respectively, of Imaging Therapeutics, Inc., a California corporation (the "*Corporation*").
2. The Agreement of Merger in the form attached hereto (the "*Agreement of Merger*") was duly approved by the Board of Directors and the shareholders of the Corporation.
3. The shareholder approval was by the holders of: (a) 87% of the issued and outstanding shares of Common Stock and Preferred Stock of the Corporation, voting together as a single class, (b) 100% of the issued and outstanding shares of Preferred Stock of the Corporation, and (c) 81% of the issued and outstanding shares of Common Stock of the Corporation.
4. The Corporation has two classes of stock outstanding. The total number of outstanding shares of Common Stock of the Corporation is 5,332,021. The total number of outstanding shares of Series A Preferred Stock of the Corporation is 2,466,396.
5. The principal terms of the Agreement of Merger was required to be approved by the consent of Corporation's shareholders holding more than: (a) a majority of the issued and outstanding shares of Common Stock and Series A Preferred Stock, voting together as a single class on an as-converted to Common Stock basis, (b) 66 2/3% of the issued and outstanding shares of Preferred Stock and (c) a majority of the issued and outstanding shares of Common Stock. The vote obtained equaled or exceeded the vote required.

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The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Dated: December 30, 2009.



Philipp Lang, Chief Executive Officer

Peter N. Townshend, Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

David Cervený and Peter N. Townshend hereby certify that:

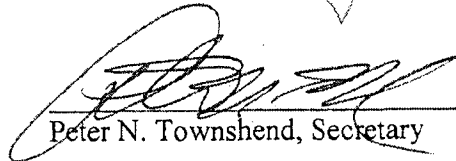
1. They are the Chief Executive Officer and Secretary, respectively, of ConforMIS ImaTx, Inc., a California corporation (the "*Corporation*").
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and the sole shareholder of the Corporation.
3. The Agreement of Merger was approved by the holders of 100% of the issued and outstanding shares of Common Stock of the Corporation.
4. The Corporation has only one class of shares, Common Stock, and the number of shares of Common Stock outstanding is 100. The principal terms of the Agreement of Merger were required to be approved by holders of more than 50% of the issued and outstanding shares of Common Stock of the Corporation. The vote obtained equaled or exceeded the vote required.

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The undersigned further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Dated: December 30, 2009.


David Cervený, Vice President


Peter N. Townshend, Secretary

SDO 180554-2.077535.0010



RECORDED: 12/05/2012

PATENT
REEL: 029414 FRAME: 0836