

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	MERGER										
EFFECTIVE DATE:	10/20/2004										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Oncosis, LLC</td> <td>10/20/2004</td> </tr> </tbody> </table>		Name	Execution Date	Oncosis, LLC	10/20/2004						
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Oncosis, LLC	10/20/2004										
RECEIVING PARTY DATA											
Name:	Oncosis, Inc.										
Street Address:	6199 Cornerstone Court										
Internal Address:	Suite 111										
City:	San Diego										
State/Country:	CALIFORNIA										
Postal Code:	92121										
PROPERTY NUMBERS Total: 4											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>8401263</td> </tr> <tr> <td>Patent Number:</td> <td>8218840</td> </tr> <tr> <td>Patent Number:</td> <td>8236521</td> </tr> <tr> <td>Patent Number:</td> <td>7622274</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	8401263	Patent Number:	8218840	Patent Number:	8236521	Patent Number:	7622274
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Patent Number:	8401263										
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CORRESPONDENCE DATA											
Fax Number:	8587074001										
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone:	858-707-4000										
Email:	efiling@knobbe.com										
Correspondent Name:	Jason J. Jardine										
Address Line 1:	2040 Main Street										
Address Line 2:	14th Floor										
Address Line 4:	Irvine, CALIFORNIA 92614										
ATTORNEY DOCKET NUMBER:	INTRX.1CP3C4/017C4/007C1										

OP \$160.00 8401263

NAME OF SUBMITTER:	Jason J. Jardine
Signature:	/Jason Jardine /
Date:	06/24/2013
<p>Total Attachments: 12 source=merger#page1.tif source=merger#page2.tif source=merger#page3.tif source=merger#page4.tif source=merger#page5.tif source=merger#page6.tif source=merger#page7.tif source=merger#page8.tif source=merger#page9.tif source=merger#page10.tif source=merger#page11.tif source=merger#page12.tif</p>	

DEC 14 2004

**AGREEMENT AND PLAN OF MERGER****KEVIN SHELLEY**  
Secretary of State

This **AGREEMENT AND PLAN OF MERGER** (the "Agreement"), is dated as of October 20, 2004, by and between **ONCOSIS**, a California corporation ("Oncosis"), and **ONCOSIS LLC**, a Delaware limited liability corporation ("LLC").

**WITNESSETH:**

**WHEREAS**, the respective Boards of Directors of Oncosis and LLC have approved the merger of LLC with and into Oncosis (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement, whereby all issued and outstanding membership Units in LLC, as defined in the Operating Agreement of the LLC dated September 14, 2001, will be cancelled in exchange for the Merger Consideration (as defined in Section 1.07).

**WHEREAS**, the respective Boards of Directors of Oncosis and LLC have each determined that the Merger is consistent with, and in furtherance of, their respective business strategies and goals;

**WHEREAS**, the members of LLC and the shareholders of Oncosis have approved the Merger;

**WHEREAS**, Oncosis and LLC desire to make certain representations, warranties, covenants and agreements in connection with the Merger;

**WHEREAS**, for federal income tax purposes, it is intended that the Merger will an exchange described in Section 351 of the Internal Revenue Code of 1986, as amended (the "Code").

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

**ARTICLE I****THE MERGER**

**Section 1.01 The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the California Corporations Code (the "California Code"), LLC shall be merged with and into Oncosis at the Effective Time (as defined in Section 1.03). Following the Effective Time, Oncosis shall be the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of LLC in accordance with the California Code.

**Section 1.02 Closing.** The closing of the Merger (the "Closing") will take place at 10:00 a.m. on the date hereof (the "Closing Date"), unless another time or date is agreed to by the parties hereto. The Closing will be held at the offices of Cooley Godward LLP, 4401 Eastgate Mall, San Diego, California 92121 or at such other location as the parties hereto shall agree to in writing.

**Section 1.03 Effective Time.** Subject to the provisions of this Agreement, as soon as practicable on or after the Closing Date, the parties shall file a certificate of ownership or other appropriate documents (in any such case, the "Certificate of Ownership") executed in accordance with the relevant provisions of the California Code and shall make all other filings or recordings required under the California Code. The Merger shall become effective at such time as the Certificate of Ownership is duly filed with the Secretary of State of the State of California, or at such subsequent date or time as Oncosis and LLC shall agree and specify in the Certificate of Ownership (the time the Merger becomes effective being hereinafter referred to as the "Effective Time").

**Section 1.04 Effects of the Merger.** The Merger shall have the effects set forth in Section 1107 of the California Code.

**Section 1.05 Articles of Incorporation and Bylaws.** The Amended and Restated Articles of Incorporation, as amended, and Bylaws, of Oncosis shall be the articles of incorporation and bylaws, respectively, of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

**Section 1.06 Boards, Committees and Officers.** The Board of Directors, committees of the Board of Directors and officers of Oncosis shall serve as the Board of Directors, committees of the Board of Directors and officers of Oncosis, until thereafter changed as permitted under the charter documents of Oncosis.

**Section 1.07 Merger Consideration.** As of the Effective Time, by virtue of the Merger, each Unit shall automatically be cancelled and retired and shall cease to exist. In consideration of such cancellation, Oncosis agrees to forgive the debt of LLC owed to Oncosis set forth on Schedule 1.07 hereto (such forgiveness of debt, the "Merger Consideration").

**Section 1.08 Condition Precedent to Closing.** The parties agree that a condition precedent to the Merger is the termination of the Benefits Agreement between the parties dated September 21, 2001 (the "Benefits Agreement"). By execution of this Agreement, the parties agree that effective immediately prior to the Effective Time, the Benefits Agreement shall be terminated in its entirety.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.01 Representations and Warranties of LLC.** LLC represents and warrants to Oncosis as follows:

(a) **Organization, Standing and Corporate Power.** LLC is a legal entity duly organized, validly existing and in good standing (with respect to jurisdictions which recognize such concept) under the laws of the jurisdiction in which it is organized and has the requisite corporate or other power, as the case may be, and authority to carry on its business as now being conducted, except for those jurisdictions where the failure to be so organized, existing or in good standing individually or in the aggregate would not have a material adverse effect on LLC.

**(b) Authority; Noncontravention.** LLC has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by LLC and the consummation by LLC of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of LLC. This Agreement has been duly executed and delivered by LLC and, assuming the due authorization, execution and delivery by Oncosis, constitutes a legal, valid and binding obligation of LLC, enforceable against LLC in accordance with its terms. No consent, approval, order or authorization of, action by, or in respect of, or registration, declaration or filing with, any governmental entity is required by LLC in connection with the execution and delivery of this Agreement by LLC or the consummation by LLC of the transactions contemplated hereby, except for the filing of a Certificate of Ownership with the Secretary of State of the State of Delaware and appropriate documents with the relevant authorities of other states in which LLC is qualified to do business and such filings with governmental entities to satisfy the applicable requirements of state securities or "blue sky" laws.

**(c) Taxes.**

**(i)** LLC has filed all material tax returns and reports required to be filed by it and all such returns and reports are complete and correct in all material respects, or requests for extensions to file such returns or reports have been timely filed, granted and have not expired, except to the extent that such failures to file, to be complete or correct or to have extensions granted that remain in effect individually or in the aggregate would not have a material adverse effect on LLC. LLC has paid all taxes (as defined below) shown as due on such returns.

**(ii)** As used in this Agreement, "taxes" shall include all (x) federal, state, local or foreign income, property, sales, excise, use, occupation, service, transfer, payroll, franchise, withholding and other taxes or similar governmental charges, fees, levies or other assessments including any interest, penalties or additions with respect thereto, (y) liability for the payment of any amounts of the type described in clause (x) as a result of being a member of an affiliated, consolidated, combined or unitary group, and (z) liability for the payment of any amounts as a result of being party to any tax sharing agreement or as a result of any express or implied obligation to indemnify any other person with respect to the payment of any amounts of the type described in clause (x) or (y).

**(d) Voting Requirements.** The affirmative vote of the holders of a majority of the outstanding Units to adopt this Agreement is the only vote of the holders of interests in LLC necessary to approve and adopt this Agreement and the transactions contemplated hereby. The Board of Directors of LLC has duly and validly approved and taken all corporate action required to be taken by the LLC Board of Directors for the consummation of the transactions contemplated by this Agreement.

**(e) Absence of Change.** Since August 31, 2004:

**(f)** there has not been any adverse change in LLC's business, condition, assets, liabilities, operations, financial performance, net income or prospects (or in any aspect or portion thereof), and no event has occurred that might have an adverse effect on LLC's business,

condition, assets, liabilities, operations, financial performance, net income or prospects (or on any aspect or portion thereof);

(ii) there has not been any loss, damage or destruction to, or any interruption in the use of, any of LLC's assets (whether or not covered by insurance);

(iii) LLC has not (i) declared, accrued, set aside or paid any dividend or made any other distribution in respect of any shares of capital stock, or (ii) repurchased, redeemed or otherwise reacquired any shares of capital stock or other securities;

(iv) LLC has not incurred, assumed or otherwise become subject to any liability, other than accounts payable incurred by LLC in the ordinary course of business;

(v) LLC has not entered into any transaction or taken any other action outside the ordinary course of business.

**Section 2.02 Representations and Warranties of Oncosis.** Oncosis represents and warrants to LLC as follows:

(a) **Organization, Standing and Corporate Power.** Oncosis is a corporation duly organized, validly existing and in good standing (with respect to jurisdictions which recognize such concept) under the laws of the jurisdiction in which it is organized and has the requisite corporate or other power, as the case may be, and authority to carry on its business as now being conducted, except for those jurisdictions where the failure to be so organized, existing or in good standing individually or in the aggregate would not have a material adverse effect on Oncosis.

(b) **Authority; Noncontravention.** Oncosis has all requisite corporate power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Oncosis and the consummation by Oncosis of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Oncosis. This Agreement has been duly executed and delivered by Oncosis and, assuming the due authorization, execution and delivery by LLC, constitutes a legal, valid and binding obligation of Oncosis, enforceable against Oncosis in accordance with its terms. No consent, approval, order or authorization of, action by, or in respect of, or registration, declaration or filing with, any governmental entity is required by Oncosis in connection with the execution and delivery of this Agreement by Oncosis or the consummation by Oncosis of the transactions contemplated hereby, except for the filing of a Certificate of Ownership with the Secretary of State of the State of California and appropriate documents with the relevant authorities of other states in which Oncosis is qualified to do business and such filings with governmental entities to satisfy the applicable requirements of state securities or "blue sky" laws.

(c) **Voting Requirements.** The affirmative vote of the holders of a majority of the outstanding shares of capital stock of Oncosis, voting together as a single class, to adopt this Agreement is the only vote of the shareholders of Oncosis necessary to approve and adopt this Agreement and the transactions contemplated hereby. The Board of Directors of Oncosis

has duly and validly approved and taken all corporate action required to be taken by the Oncosis Board of Directors for the consummation of the transactions contemplated by this Agreement.

### ARTICLE III

#### GENERAL PROVISIONS

**Section 3.01 Fees and Expenses.** All fees and expenses incurred in connection with the Merger, this Agreement and the transactions contemplated hereby shall be paid by Oncosis.

**Section 3.02 Nonsurvival of Representations and Warranties.** None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 3.02 shall not limit any covenant or agreement of the parties which by its terms contemplates performance after the Effective Time.

**Section 3.03 Notices.** All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to Oncosis, to:

Oncosis Inc.  
6199 Cornerstone Court, Suite 111  
San Diego, CA 92121  
Fax:: (858) 550-1774

(b) if to LLC, to

Oncosis LLC  
6199 Cornerstone Court, Suite 111  
San Diego, CA 92121  
Fax:: (858) 550-1774

**Section 3.04 Counterparts.** This Agreement may be executed in one or two counterparts, both of which shall be considered one and the same agreement and shall become effective when a counterpart has been signed by the other party and delivered to such other party.

**Section 3.05 Entire Agreement; No Third-Party Beneficiaries.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement.

**Section 3.06 Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF

CALIFORNIA, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

**Section 3.07 Assignment.** This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

**Section 3.08 Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 3.09 Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

**ONCOSIS**

By: Manfred R. Koller  
Name: Manfred R. Koller  
Title: Acting President, Chief Operating  
Officer and Secretary

**ONCOSIS LLC**

By: Bernhard Palsson  
Print Name: Bernhard O. Palsson  
Title: Chief Executive Officer

By: Manfred R. Koller  
Name: Manfred R. Koller  
Title: President, Chief Financial Officer and  
Secretary

**Schedule 1.07**

**Merger Consideration**

1. All amounts due, including accrued interest, under that certain Promissory Note in the amount of \$25,000 executed by Oncosis LLC in favor of Oncosis.



State of California  
Kevin Shelley  
Secretary of State

**LIMITED LIABILITY COMPANY  
CERTIFICATE OF MERGER**

(Corporations Code Section 17552)

Filing Fee - Please see instructions.  
IMPORTANT - Read instructions before completing this form.

This Space For Filing Use Only

1. Name of surviving entity: <b>Oncosis</b>	2. Type of entity: <b>corporation</b>	3. Secretary of State File Number: <b>C1909937</b>	4. Jurisdiction: <b>California</b>
5. Name of disappearing entity: <b>Oncosis LLC</b>	6. Type of entity: <b>LLC</b>	7. Secretary of State File Number: <b>N/A</b>	8. Jurisdiction: <b>Delaware</b>
9. Future effective date, if any:		Month	Day Year
10. If a vote was required pursuant to Section 17551 or Section 1113, enter the outstanding interests of each class entitled to vote on the merger and the percentage of vote required:			
<u>Surviving Entity</u>		<u>Disappearing Entity</u>	
<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>	<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>
(Please see attached)		(Please see attached)	
11. The principal terms of the agreement of merger were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required.			
SECTION 12 IS ONLY APPLICABLE IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, COMPLETE ITEM 12 AND PROCEED TO ITEM 15.			
12. Requisite changes to the information set forth in the Articles of Organization of the surviving limited liability company resulting from the merger. Attach additional pages if necessary.			
SECTIONS 13 AND 14 ARE APPLICABLE IF THE SURVIVING ENTITY IS A FOREIGN LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY. COMPLETE ITEMS 13 AND 14.			
13. Principal business address of the surviving foreign limited liability company or other business entity:			
Address:			
City:		State:	Zip Code:
14. Other information required to be stated in the Certificate of Merger by the laws under which each constituent other business entity is organized. Attach additional pages if necessary.			
Merger is authorized pursuant to Section 18-209 of the Delaware Limited Liability Company Act			
15. Number of pages attached, if any: 1			
16. I certify that the statements contained in this document are true and correct of my own knowledge. I declare that I am the person who is executing this instrument, which execution is my act and deed.			
<u>Manfred R. Koller</u> 10-20-04		<u>Manfred R. Koller, President and Secretary</u>	
Signature of Authorized Person for the Surviving Entity Date		Type or Print Name and Title of Person Signing Date	
Signature of Authorized Person for the Surviving Entity Date		Type or Print Name and Title of Person Signing Date	
<u>Manfred R. Koller</u> 10-20-04		<u>Manfred R. Koller, President and Secretary</u>	
Signature of Authorized Person for the Disappearing Entity Date		Type or Print Name and Title of Person Signing Date	
Signature of Authorized Person for the Disappearing Entity Date		Type or Print Name and Title of Person Signing Date	
<u>Bernhard O. Palsson</u> 10-20-04		<u>Bernhard O. Palsson, Manager</u>	
Signature of Authorized Person for the Disappearing Entity Date		Type or Print Name and Title of Person Signing Date	

SEC/STATE (REV. 12/2003)

FORM LLC-B - FILING FEE: SEE INSTRUCTIONS  
Approved by Secretary of State

10. (Continued from Limited Liability Company Certificate of Merger)

Surviving Entity

<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>
Series A Preferred 2,000,000	More than 50% of the outstanding Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, voting as a single class
Series B Preferred 820,000	
Series C Preferred 1,046,000	
Common Stock 4,747,233	

Disappearing Entity

<u>Each class entitled to vote</u>	<u>Percentage of vote required</u>
8,659,077 Units	A majority of outstanding Units

**ONCOSIS**

**(Surviving Corporation)**

**CERTIFICATE OF APPROVAL OF  
AGREEMENT AND PLAN OF MERGER**

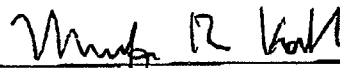
**(Pursuant to Section 1113(g) of the  
California Corporations Code)**

Manfred R. Koller certifies that:

1. He is the Acting President, Chief Technical Officer and Secretary, of Oncosis, a California corporation ("Oncosis").
2. The Agreement and Plan of Merger in the form attached hereto as Annex A was duly approved by the board of directors of Oncosis.
3. Oncosis has four classes of stock outstanding, designated Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock. The total number of shares of Common Stock of Oncosis outstanding and entitled to vote on the Agreement and Plan of Merger is four million seven hundred forty-seven thousand two hundred thirty-three (4,747,233) shares; the total number of shares of Series A Preferred Stock of Oncosis outstanding and entitled to vote on the Agreement and Plan of Merger is two million (2,000,000) shares; the total number of shares of Series B Preferred Stock of Oncosis outstanding and entitled to vote on the Agreement and Plan of Merger is eight hundred twenty thousand (820,000) shares; the total number of shares of Series C Preferred Stock of Oncosis outstanding and entitled to vote on the Agreement and Plan of Merger is one million forty-six thousand (1,046,000) shares.
4. The principal terms of the Agreement and Plan of Merger were approved by a vote of a number of shares, which equaled or exceeded the vote required. The percentage vote required was more than fifty percent (50%) of the outstanding Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, voting as a single class.

The undersigned further declare under the 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.

Date: October 20, 2004



Manfred R. Koller  
Manfred R. Koller  
Acting President, Chief Technical Officer and  
Secretary

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