

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3787087

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	01/03/2016
CONVEYING PARTY DATA	
Name	Execution Date
OLIVE MEDICAL CORPORATION	01/03/2016
NEWLY MERGED ENTITY DATA	
Name	Execution Date
DEPUY SYNTHES PRODUCTS, INC.	01/03/2016
MERGED ENTITY'S NEW NAME (RECEIVING PARTY)	
Name:	DEPUY SYNTHES PRODUCTS, INC.
Street Address:	325 PARAMOUNT DRIVE
City:	RAYNHAM
State/Country:	MASSACHUSETTS
Postal Code:	02767
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14194065
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	8018547675
Email:	docket@techlawventures.com
Correspondent Name:	TERRENCE J. EDWARDS
Address Line 1:	3290 WEST MAYFLOWER WAY
Address Line 4:	LEHI, UTAH 84043
ATTORNEY DOCKET NUMBER:	OMC-0018.NP
NAME OF SUBMITTER:	TERRENCE J. EDWARDS
SIGNATURE:	/Terrence J. Edwards/
DATE SIGNED:	03/16/2016
Total Attachments: 5	

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EXPEDITE

ARTICLES OF MERGER

7477272-0142
merged into HQ

OF

RECEIVED

OLIVE MEDICAL CORPORATION

DEC 21 2015

WITH AND INTO

Utah Div. of Corp. & Comm. Code

DEPUY SYNTHES PRODUCTS, INC.

Pursuant to Section 16-10A-1107 of the Utah Revised Business Corporation Act (the "ACT"), the undersigned authorized representative of DePuy Synthes Products, Inc., a Delaware corporation, the Corporation and the ("Survivor Corporation") and Olive Medical Corporation, a Utah Corporation (the "Merging Corporation), does hereby certify:

ARTICLE I. The name of the corporation surviving the merger is DePuy Synthes Products, Inc. and such name has not been changed as a result of the merger.

The principal address of the surviving corporation is 325 Paramount Drive, Raynham, Massachusetts 02767.

The Surviving Corporation is a foreign corporation incorporated under the laws of the State of Delaware and shall be qualified in the state of Utah, upon the approval of Application for Certificate of Authority.

★ The effective date of the merger described herein, shall be after the close of business at 5:30 p.m. Eastern Standard Time on January 3, 2016.

ARTICLE II. The name of the Merging Corporation is Olive Medical Corporation, a Utah Corporation, incorporated on September 30, 2009.

ARTICLE III. The Agreement and Plan of Merger, containing such information as required by Utah Code 16-10a-1101, is set forth in "Exhibit A" attached hereby and made part hereof.

ARTICLE IV. The Merger was adopted on December 8, 2015, by unanimous written consent of the board of directors of the Surviving Corporation without shareholder action and shareholder action was not required.

ARTICLE V. The Merger was adopted on December 8, 2015, by unanimous written consent of the board of directors and shareholders of the Merging Corporation.

(signature page follows)

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certify that the foregoing has been filed
and approved as of this delayed effective date:
3rd day of Jan 2016
In this office of this Division and hereby issued
This Certificate thereof.

Examiner: *[Signature]* Date: 12/21/15
Kathy Berg
Kathy Berg
Division Director



PATENT

REEL: 038004 FRAME: 0724

12-21-15P03:11 RCVD

Date: 12/21/2015
Receipt Number: 6270018
Amount Paid: \$434.00

IN WITNESS WHEREOF, the undersigned being the Assistant Secretary of the Surviving Corporation executes these Articles of Merger and verifies, subject to penalties of perjury that the statements contained herein are true, this 21st day of December, 2015.



Lacey P. Elberg

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made by and between Olive Medical Corporation, a Utah corporation ("Olive Medical") and DePuy Synthes Products, Inc., a Delaware corporation and the surviving company (the "Company").

WHEREAS, Olive Medical is desirous of merging with and into the Company; and the Company is desirous of merging with and into itself, Olive Medical,

WHEREAS, pursuant to the Articles of Incorporation and By-Laws of Olive Medical and the Certificate of Incorporation and By-Laws of the Company, the Board of Directors of Olive Medical and the Board of Directors of the Company have each approved and adopted this Agreement providing for the merger (the "Merger") of Olive Medical with and into the Company in accordance with the laws of each party's respective jurisdiction of organization and upon the terms and subject to the conditions set forth herein.

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

Section 1. *The Merger.* At the Effective Time (as defined herein), and subject to and upon the terms and conditions of this Agreement and applicable law, Olive Medical shall be merged with and into the Company, the separate legal existence of Olive Medical shall cease, and the Company shall continue as the surviving company (hereinafter sometimes referred to as the ("Surviving Company")).

Section 2. *Effective Time.* Unless the Agreement shall have been terminated, the parties hereto shall cause the Merger to be consummated by filing a certificate of merger/articles of merger as contemplated by the laws of each party's respective jurisdiction of organization (the "Certificates of Merger"), together with any required related certificates, with the Secretary of State of Utah and/or the Secretary of State of Delaware, as appropriate, in such forms as required by, and executed in accordance with the relevant provisions of applicable law. The merger shall become effective (the "Effective Time"), after the close of business at 5:30 p.m. Eastern Standard Time on January 3, 2016.

Section 3. *Effect of the Merger.* At the Effective Time, the effect of the Merger shall be as provided in this Agreement, the Certificate/Articles of Merger, and the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers, and franchises of Olive Medical shall vest in the Surviving Company, and all debts, liabilities, and duties of Olive Medical shall become the debts, liabilities and duties of the Surviving Company.

Section 4. *Effect on Securities, Etc.* At the Effective Time, by virtue of the Merger and without any action on the part of the Company or Olive Medical, the capital stock of Olive Medical issued and outstanding immediately prior to the Effective Time shall be canceled and cease to exist without any consideration being payable therefor.

Section 5. *Certificate of Incorporation and By-Laws*

- (a) At the Effective Time, the Certificate of Incorporation of the Company, as in effect immediately prior to the Effective Time, shall be the Certificate of Incorporation of the Surviving Company until thereafter amended as provided by the law and such Certificate of Incorporation of the Surviving Company.
- (b) At the Effective Time, the By-Laws of the Company, in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving Company.

Section 6. *Board Members and Officers.* The directors of the Company immediately prior to the Effective Time shall be the initial directors of the Surviving Company until their respective successors are duly elected or appointed and qualified. The officers of the Company immediately prior to the Effective Time shall be the initial officers of the Surviving Company until their respective successors are duly elected or qualified.

Section 7. *Governing Laws.* This Agreement shall be governed by and construed in accordance with the laws of Delaware, without regard to conflicts of law principles.

Section 8. *Taking of Necessary Action; Further Action.* Each of the Company and Olive Medical will take, and cause their affiliates to take, all such reasonable and lawful actions as may be necessary or appropriate in order to effectuate the Merger and the other transactions contemplated by this Agreement in accordance with this Agreement as promptly as possible. If, at any time after the Effective Time, any such further action is necessary or desirable to carry out the purpose of this Agreement and to vest the Surviving Company with full rights, title and possession to all assets and property rights, privileges, powers, and franchises of the Company and Olive Medical, the officers and directors of the Company and Olive Medical immediately prior to the Effective Time are fully authorized in the name of their respective companies to take, and will take, all such lawful and necessary action.

Section 9. *Termination of Merger.* At any time after filing of the Certificate/Articles of Merger with the Secretary of State of Delaware and of the Secretary of State of Utah, but prior to the Effective Time, the Company and Olive Medical may terminate this Agreement by mutual agreement and the filing of a certificate of termination in accordance with the laws of the their respective jurisdictions.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representative of each of the above-named companies, effective as of the Effective Time.

OLIVE MEDICAL CORPORATION

A handwritten signature in cursive script, appearing to read "Lacey P. Elberg", written over a horizontal line.

Name: Lacey P. Elberg
Title: Vice President

DEPUY SYNTHES PRODUCTS, INC.

A handwritten signature in cursive script, appearing to read "Douglas K. Chia", written over a horizontal line.

Name: Douglas K. Chia
Title: Assistant Secretary