

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7011528

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/01/2008
CONVEYING PARTY DATA	
Name	Execution Date
VIDISTAR, LLC	03/29/2018
RECEIVING PARTY DATA	
Name:	HITACHI HEALTHCARE AMERICAS CORPORATION
Street Address:	1959 SUMMITT COMMERCE PARK
City:	TWINSBURG
State/Country:	OHIO
Postal Code:	44087
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8200505
Patent Number:	10192031
Patent Number:	10503867
CORRESPONDENCE DATA	
Fax Number:	(513)698-5149
<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:	5136985148
Email:	erobbins@ulmer.com
Correspondent Name:	ERIC M. ROBBINS
Address Line 1:	600 VINE ST., SUITE 2800
Address Line 4:	CINCINNATI, OHIO 45202
ATTORNEY DOCKET NUMBER:	23668-32
NAME OF SUBMITTER:	ERIC M. ROBBINS, REG. NO. 52170
SIGNATURE:	/Eric M. Robbins/
DATE SIGNED:	11/08/2021
Total Attachments: 9	
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STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF MERGER
Corporation -- Domestic and Foreign

PLEASE TYPE OR PRINT CLEARLY IN BLACK INK

FILING FEE: \$110.00

Pursuant to Section 33-11-105 of the 1976 S.C. Code of Laws, as amended, the undersigned, as the surviving corporation in a merger, hereby submits the following information:

1. The name of the surviving corporation is:

HITACHI HEALTHCARE AMERICAS CORPORATION

2. Attached hereto and made a part hereof is a copy of the Merger (see S.C. Code of Laws, Title 33, Chapter 11). Duplicate copies of the Plan of Merger must be attached in order for this form to be filed.

3. Complete the following information to the extent it is relevant with respect to each corporation which is a party to the transaction.

(a) Name of the corporation:

HITACHI HEALTHCARE AMERICAS CORPORATION

Complete either (1) or (2), whichever is applicable.

(1) Shareholder approval of the merger was not required [see S.C. Code of Laws §33-11-103(h)].

(2) The Plan of Merger was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the Meeting	Total Number of Votes Cast*		
				For	-AND-	Against
COMMON	1000	1000	1000	1000	0	

*NOTE: Pursuant to S.C. Code of Laws §33-11-105(a)(3)(ii), the corporation can alternatively state the total number of undisputed votes cast for the Plan of Merger separately by each voting group with a statement that the number of votes cast for the plan by each voting group was sufficient for approval by that voting group.

HITACHI HEALTHCARE AMERICAS CORPORATION

Name of Surviving Corporation

(b) Name of the corporation

VIDISTAR, LLC

Complete either (1) or (2), whichever is applicable.

(1) Shareholder approval of the merger was not required [see S.C. Code of Laws §33-11-103(h)].

(2) The Plan of Merger was duly approved by shareholders of the corporation as follows:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the Meeting	Total Number of Votes Cast* For	-AND-	Against
COMMON	1000	1000	1000	1000	0	

*NOTE: Pursuant to S.C. Code of Laws §33-11-105(a)(3)(ii), the corporation can alternatively state the total number of undisputed votes cast for the Plan of Merger separately by each voting group with a statement that the number of votes cast for the plan by each voting group was sufficient for approval by that voting group.

4. Unless a delayed date is specified, the effective date of this document shall be the date it is accepted for filing by the Secretary of State [See S.C. Code of Laws §33-1-230(b)]. _____

Date: 3/29/2018

Name of the Surviving Corporation:

HITACHI HEALTHCARE AMERICAS CORPORATION

Richard S. Katz

(Signature)

RICHARD S. KATZ

(Print Name)

SECRETARY

(Office)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of March 31, 2018, by and among HITACHI HEALTHCARE AMERICAS CORPORATION, a Delaware corporation ("HHA") and VIDISTAR, LLC a South Carolina limited liability company whose single member is HHA ("VIDISTAR").

WHEREAS, the Board of HHA and the single member of VIDISTAR (collectively called the "Constituent Companies") deem it advisable and in the best interests of the Constituent Companies that VIDISTAR merge with and into HHA pursuant to this Agreement and the applicable provisions of the laws of the State of Delaware (the "State of Incorporation");

NOW, THEREFORE, in consideration of the mutual agreements, representations and warranties herein contained, the parties hereto hereby agree as follows:

1. THE MERGER

1.1 The Merger. On the terms and subject to the conditions of this Agreement, at the Effective Date (as defined below), VIDISTAR shall be merged with and into HHA (the "Merger") and the separate existence of VIDISTAR shall cease, all in accordance with the provisions of the law of the State of Incorporation. HHA shall be the surviving corporation in the Merger and is sometimes hereinafter called the "Surviving Corporation".

1.2 Effective Date. The effective date of this Agreement and the date upon which the Merger shall become effective (the "Effective Date") shall be the date on which a certificate of merger (the "Certificate of Merger") substantially in the form attached hereto as Exhibit A, is filed with the Secretary of State (or other appropriate authority) of the State of Incorporation (the "Merger Filing") or such other date as is specified in the Certificate of Merger.

1.3 Certificate of Incorporation, By-laws and Board of Directors of Surviving Corporation. At the Effective Date:

(i) the previously Restated Certificate of Incorporation of HHA, as in effect immediately preceding the Effective Date shall be the Certificate of Incorporation of the Surviving Corporation until amended in accordance with applicable law;

(ii) the By-laws of HHA as in effect immediately preceding the Effective Date shall be the By-laws of the Surviving Corporation until amended in accordance with applicable law;

(iii) the Board of Directors of HHA in office immediately preceding the Effective Date shall become the Board of Directors of the Surviving Corporation and their respective terms and offices shall not be changed by the Merger; and

(iv) the officers of HHA in office immediately preceding the Effective Date shall become officers of the Surviving Corporation and their respective terms and offices shall not be changed by the Merger.

1.4 Effect of Merger. At the Effective Date, the effect of the Merger shall be as provided in the law of the State of Incorporation. At the Effective Date, the separate existence of VIDISTAR shall cease and, in accordance with the terms of this Agreement, the Surviving Corporation shall possess all the rights, privileges, immunities and all assets and property, real, personal and mixed, and all trademarks, licenses, registrations, (the "Assets") and all and every other interest of or belonging to or due to VIDISTAR and VIDISTAR shall be taken and deemed to be transferred to, and vested in, the Surviving Corporation without further act or deed, and every interest shall thereafter be the property of the Surviving Corporation. The Surviving Corporation shall be responsible and liable for all the liabilities and obligations of HHA and VIDISTAR. Neither the rights of creditors nor any liens upon the property of HHA or VIDISTAR shall be impaired by the Merger, and all debts, liabilities and duties of HHA and VIDISTAR shall attach to the Surviving Corporation, and may be enforced against the Surviving Corporation to the same extent as if said debts, liabilities and duties had been incurred or contracted by such Surviving Corporation.

2. POST-CLOSING COVENANTS

2.1 Taxes.

(i) HHA shall file or cause to be filed all tax returns of VIDISTAR for all taxable periods that end on or before the Closing Date.

(ii) Each party hereto shall provide to each of the other parties hereto such cooperation and information as any of them reasonably may request in filing any tax returns, amended tax returns or claim for refund, determining a liability for taxes or a right to refund of taxes or in conducting any audit or other proceeding in respect of taxes. Such cooperation and information shall include providing copies of all relevant portions of relevant tax returns, together with relevant accompanying schedules and relevant work papers, relevant documents relating to rulings or other determinations by taxing authorities and relevant records concerning the ownership and tax basis of property, which such party may possess. Each party shall make its employees reasonably available on a mutually convenient basis at its cost to provide explanation of any documents or information so provided. Subject to the preceding sentence, each party required to file tax returns pursuant to this Agreement shall bear all costs of filing such tax returns.

2.2 Further Assurances. The parties hereto agree to execute and deliver, or cause to be executed and delivered, such further instruments or documents or take such other action as may be reasonably necessary or convenient to carry out the transactions contemplated hereby.

3. GENERAL

3.1 Entire Agreement. This Agreement and the documents delivered pursuant hereto constitute the entire agreement and understanding among the parties and supersede any prior agreement and understanding relating to the subject matter of this Agreement.

3.2 Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

3.3 Expenses. Except as otherwise provided herein, whether or not the transactions herein contemplated shall be consummated, HHA will pay the fees and expenses of HHA's representatives, accountants and counsel incurred in connection herewith, and VIDISTAR will pay the fees and expenses of VIDISTAR representatives, accountants' and counsel incurred in connection herewith. HHA shall pay any sales, use, transfer, real property transfer, recording, gains, stock transfer and other similar taxes and fees ("Transfer Taxes") imposed in connection with the Merger and shall file all necessary documentation and returns with respect to such Transfer Taxes in accordance with applicable law.

3.4 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Incorporation other than its principles governing conflicts of laws.

3.5 Exercise of Rights and Remedies. Except as otherwise provided herein, no delay of or omission in the exercise of any right, power or remedy accruing to any party as a result of any breach or default by any other party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

3.6 Reformation and Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the, validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

3.7 Captions. The headings of this Agreement are inserted for convenience only, and shall not constitute a part of this Agreement or be used to construe or interpret any provision hereof.

3.8 Remedies Cumulative. No right, remedy or election given by any term of this Agreement shall be deemed exclusive but each shall be cumulative with all other rights, remedies and elections available at law or in equity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HITACHI HEALTHCARE
AMERICAS CORPORATION

VIDISTAR, LLC

By: HITACHI HEALTHCARE
AMERICAS CORPORATION
Its single member

By: 

By: 

Print Name: Yasuhiko Taniguchi

Print Name: Yasuhiko Taniguchi

Title: President & CEO

Title: President & CEO

Certificate of Merger

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION AND
FOREIGN LIMITED LIABILITY COMPANY**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is HITACHI HEALTHCARE AMERICAS CORPORATION, a Delaware Corporation, and the name of the limited liability company being merged into this surviving corporation is VIDISTAR, LLC a (list jurisdiction) SOUTH CAROLINA limited liability company.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is HITACHI HEALTHCARE AMERICAS CORPORATION


FOURTH: The merger is to become effective on APRIL 1, 2018

FIFTH: The Agreement of Merger is on file at 1959 SUMMIT COMMERCE PARK, TWINSBURG, OHIO 44087, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 29th day of MARCH, A.D., 2018.

By: 
Authorized Officer

Name: YASUHIKO TANIGUCHI
Print or Type

Title: PRESIDENT & CEO

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"VIDISTAR, LLC", A SOUTH CAROLINA LIMITED LIABILITY COMPANY, WITH AND INTO "HITACHI HEALTHCARE AMERICAS CORPORATION" UNDER THE NAME OF "HITACHI HEALTHCARE AMERICAS CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF MARCH, A.D. 2018, AT 4:19 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF APRIL, A.D. 2018.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Handwritten signature of Jeffrey W. Bullock, Secretary of State of Delaware, over a horizontal line.

2193392 8100M
SR# 20182305858

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202445625

Date: 04-03-18

TRADEMARK
REEL: 058044 FRAME: 0555

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION AND
FOREIGN LIMITED LIABILITY COMPANY**

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SEVENTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 29th day of MARCH, A.D., 2018.

By: 
Authorized Officer

Name: YASUHIKO TANIGUCHI
Print or Type

Title: PRESIDENT & CEO