

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Chestnut Technologies, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: ev3, Inc.
 Internal _____
 Address: _____
 Street Address: 3033 Campus Drive
 City: Plymouth
 State: MN
 Country: USA Zip: 55441

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) December 22, 2010

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 3341475, 3830138, 3745989

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elizabeth O'Brien
 Internal Address: Covidien
 Street Address: 15 Hampshire Street
 City: Mansfield
 State: MA Zip: 02048
 Phone Number: 508-261-8513
 Fax Number: _____
 Email Address: iplegal@covidien.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 490

Authorized to be charged to deposit account
 Enclosed

B. Payment Information:

Deposit Account Number 505399
 Authorized User Name Amy DeVito

9. Signature: Elizabeth O'Brien 11/4/11
 Signature Date

Elizabeth O'Brien Total number of pages including cover sheet, attachments, and document: 8
 Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CERTIFICATE OF OWNERSHIP AND MERGER

OF

CHESTNUT MEDICAL TECHNOLOGIES, INC.
(a California corporation)

WITH AND INTO

EV3 INC.
(a Delaware corporation)

**Pursuant to Section 253 of the General Corporation
Law of the State of Delaware**

ev3 Inc., a Delaware corporation (the "Corporation"), hereby certifies as follows:

FIRST: The Corporation is a corporation incorporated under the laws of the State of Delaware.

SECOND: The Corporation is the owner of all of the issued and outstanding shares of capital stock of Chestnut Medical Technologies, Inc., a corporation incorporated under the laws of the State of California ("Chestnut").

THIRD: On December 20, 2010, the Board of Directors of the Corporation duly adopted by unanimous written consent the following resolutions to merge Chestnut with and into the Corporation:

RESOLVED, that Chestnut be merged with and into the Corporation (the "Merger"), pursuant to the provisions of Section 253 of the General Corporation Law of the State of Delaware (the "DGCL") and Sections 1107 and 1108 of the Corporations Code of the State of California (the "CCC"), and upon the terms and subject to the conditions set forth in the Agreement and Plan of Merger by and between the Corporation and Chestnut (the "Merger Agreement"); and further

RESOLVED, that (i) the form, terms and provisions of the Merger Agreement be, and they hereby are, approved and adopted in all respects, (ii) each of the Corporation and Chestnut is hereby authorized to enter into, and any officer of the Corporation and Chestnut be, and each of them hereby is, authorized and empowered to execute and deliver, in the name and on behalf of the Corporation or Chestnut, as applicable, the

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Merger Agreement, with such changes therein as the officer or officers executing the same shall approve as necessary or desirable, such approval to be conclusively established by their execution thereof, and (iii) each of the Corporation and Chestnut be, and it hereby is, authorized and empowered to perform its obligations thereunder and to consummate the transactions contemplated thereby; and further

RESOLVED, that any officer of the Corporation be, and each of them individually hereby is, authorized and empowered in the name and on behalf of the Corporation, to execute, deliver, acknowledge, file and/or record, a Certificate of Ownership and Merger effecting the Merger (the "Certificate of Ownership and Merger"), and to cause the same to be filed with the Secretary of State of the State of Delaware and to cause a certified copy of such Certificate of Ownership and Merger to be recorded in the office of the Recorder of Deeds of New Castle County, Delaware, all in accordance with Sections 103 and 253 of the DGCL, and to do all further acts and things whatsoever, whether within or without the State of Delaware, which may be in any way necessary or proper to effect the Merger; and further

RESOLVED, that any officer of the Corporation be, and each of them individually hereby is, authorized and empowered in the name and on behalf of the Corporation, to execute, deliver, acknowledge, file and/or record, a Certificate of Ownership effecting the Merger (the "California Certificate") and the Merger Agreement, and to cause the same to be filed with the Secretary of State of the State of California, all in accordance with Sections 1108 and 1110 of the CCC, and to do all further acts and things whatsoever, whether within or without the State of California, which may be in any way necessary or proper to effect the Merger; and further

RESOLVED, that at the Effective Time (as defined below), (i) the separate existence of Chestnut shall cease and the Corporation shall continue its existence as the surviving corporation of the Merger (the "Surviving Corporation") pursuant to provisions of the DGCL and the CCC, (ii) each issued and outstanding share of Chestnut shall be cancelled and shall cease to exist and no consideration shall be delivered in exchange therefore, and (iii) the Merger shall have the effects set forth in Section 259 of the DGCL and Section 1107 of the CCC; and further

RESOLVED, that the Merger shall be effective as of the date and time of filing of the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware and the California Certificate with the Secretary of State of the State of California or such later date and time as shall be specified therein (such date and time of effectiveness, the "Effective Time"); and further

RESOLVED, that the appropriate officers of the Corporation be, and they hereby are, and each of them with full authority to act without the others hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to take or cause to be taken all such further actions and to prepare, execute, file and/or deliver or cause to be delivered all such further certificates, instruments, agreements and other documents, in the name and on behalf of the Corporation, and to incur and to pay all such fees and expenses as such officers, or any one of them, shall in their or his judgment determine to be necessary, proper or advisable in order to carry out fully the intent and to accomplish the purposes of the foregoing resolutions; the execution, filing and/or delivery thereof by such officers or officer or the doing by them or any one of them of any act in furtherance of the foregoing matters to conclusively, but not exclusively, establish their or his authority therefor from the Corporation and the approval and ratification by the Corporation of the certificates, instruments, agreements and documents so executed, filed and/or delivered and the action so taken; and further

RESOLVED, that all lawful acts by any officer of the Corporation and any person or persons designated and authorized by any such officer to act on behalf of the Corporation, which acts would have been authorized by the foregoing resolutions, except that such acts were taken prior to the adoption of such resolutions, be, and the same hereby are, jointly and severally, authorized, approved, adopted, confirmed and ratified in all respects as the lawful and authorized acts of the Corporation.


FOURTH: The name of the Surviving Corporation is ev3 Inc.

FIFTH: Pursuant to Section 103(d) of the General Corporation Law of the State of Delaware, this Certificate of Merger shall be effective at 9:00 a.m. on the 20th day of December, 2010.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Ownership and Merger to be signed by its duly authorized officer in its corporate name this 20th day of December, 2010.

EV3 INC.

By: 
Name: Matthew J. Nicolella
Title: Vice President and Assistant Secretary

[Signature Page to Chestnut Certificate of Merger]

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