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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
CL FALCON, INC.

Certificate of Status	0
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Page Count	18
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**ARTICLES OF MERGER
OF
CL FALCON, INC.
WITH AND INTO
CARDIOGENESIS CORPORATION**

FILED
28/11 MAY 16 PM 12:37
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with Section 607.1109 of the Florida Business Corporation Act.

ONE

The name and jurisdiction of the surviving corporation (the "Surviving Corporation") is:

Name:
Cardiogenesis Corporation

Jurisdiction:
California

TWO

The name and jurisdiction of the merging corporation (the "Merging Corporation") is:

Name:
CL Falcon, Inc.

Jurisdiction:
Florida

THREE

The Agreement of Merger entered into by and between the Surviving Corporation and the Merging Corporation is attached hereto as Exhibit "A" (the "Agreement of Merger").

FOUR

The merger shall become effective at 12:01 a.m. on May 17, 2011.

FIVE

The Agreement of Merger was approved and adopted by the board of directors and shareholders of the Surviving Corporation in accordance with the applicable laws of the state of its incorporation on May 16, 2011.

SIX

The Agreement of Merger was approved and adopted by the board of directors and shareholders of the Merging Corporation in accordance with the applicable provisions of the Florida Business Corporation Act on May 17, 2011.

SEVEN

The Surviving Corporation's principal office address in its home state is as follows:

11 Musick
Irvine, CA 92618

EIGHT

The Surviving Corporation appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of the Merging Corporation that is a party to the merger.

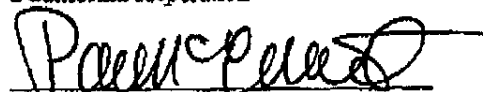
NINE

The Surviving Corporation agrees to promptly pay to the dissenting shareholders of the Merging Corporation the amount, if any, to which they are entitled under s. 607.1302 of the Florida Business Corporation Act.

(signatures on following page)

IN WITNESS WHEREOF, these Articles of Merger are hereby executed and adopted by each of the undersigned by its duly authorized representative as of the 17th day of May, 2011. These Articles of Merger may be executed in counterparts which, when taken together, shall constitute the original hereof.

CARDIOGENESIS CORPORATION
a California corporation


Paul McCormick, President

CL FALCON, INC.
a Florida corporation

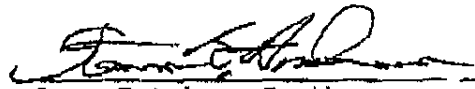
Steven G. Anderson, President

IN WITNESS WHEREOF, these Articles of Merger are hereby executed and adopted by each of the undersigned by its duly authorized representative as of the 17th day of May, 2011. These Articles of Merger may be executed in counterparts which, when taken together, shall constitute the original hereof.

CARDIOGENESIS CORPORATION
a California corporation

Paul McCormick, President

CL FALCON, INC.
a Florida corporation



Steven G. Anderson, President

Exhibit A

Agreement of Merger

[see attached]

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER (this "Agreement of Merger") is made and entered into as of May 16, 2011, by and among CryoLife, Inc., a Florida corporation ("Parent"), CL Falcon, Inc., a Florida corporation and wholly-owned subsidiary of Parent ("Merger Sub"), and CARDIOGENESIS CORPORATION, a California corporation ("Surviving Corporation" and, together with Merger Sub, the "Constituent Corporations").

RECITALS

A. Parent, Merger Sub and Surviving Corporation have entered into a Amended and Restated Plan of Merger and Plan of Merger dated April 14, 2011 (the "Plan of Merger"), providing for certain representations, warranties and agreements in connection with the transactions contemplated hereby, and for the merger of Merger Sub with and into Surviving Corporation (the "Merger") in accordance with the General Corporation Law of California ("California Law"), the Plan of Merger and this Agreement of Merger, with Surviving Corporation to be the surviving corporation of the Merger.

B. The respective Boards of Directors of each of Merger Sub and Surviving Corporation have deemed it advisable and in the best interests of each of such corporations and their respective shareholders and stockholders that Merger Sub be merged with and into Surviving Corporation in accordance with the Plan of Merger so that Surviving Corporation will be the surviving corporation of the Merger and shall become a wholly-owned subsidiary of Parent.

C. The shareholders of Surviving Corporation and the sole shareholder of Merger Sub each have adopted and approved the Plan of Merger and approved the Merger in accordance with applicable law.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, and subject to the terms and conditions hereinafter set forth, the parties hereby agree as follows:

ARTICLE 1 THE MERGER

1.1. Filing. This Agreement of Merger, together with the officers' certificates of each of the Constituent Corporations required by California Law, shall be filed with the Secretary of State of the State of California at the time specified in the Plan of Merger.

1.2. Effectiveness. The Merger will be effective as of 12:01 A.M. Eastern Daylight Time on May 17, 2011 (the "Effective Time").

1.3. Merger. At the Effective Time, Merger Sub shall be merged with and into Surviving Corporation and the separate corporate existence of Merger Sub shall thereupon cease. Surviving Corporation shall be the surviving corporation of the Merger (the "Surviving Corporation"), and the separate corporate existence of Surviving Corporation, with all of its purposes, objects, rights, privileges, powers, immunities and franchises, shall continue unaffected and unimpaired by the Merger.

ARTICLE 2
CORPORATE GOVERNANCE MATTERS

2.1 Articles of Incorporation of Surviving Corporation. The articles of incorporation of the Surviving Corporation immediately prior to the Merger shall continue without change and shall be the articles of incorporation of the Surviving Corporation after the Effective Time until such time as amended in accordance with California Law and the articles of incorporation.

2.2 Bylaws of Surviving Corporation. The bylaws of the Surviving Corporation immediately prior to the Merger shall continue without change and shall be the bylaws of the Surviving Corporation after the Effective Time until such time as amended in accordance with the bylaws and articles of incorporation.

2.3 Directors and Officers. At the Effective Time:

a) Directors of Surviving Corporation. Each director of Merger Sub immediately prior to the Effective Time shall be a director of the Surviving Corporation, to hold office in accordance with the Articles of Incorporation and Bylaws, until his or her successor shall have been duly elected and shall have qualified or until his or her earlier death or resignation or removal in accordance with the Articles of Incorporation and Bylaws. No director of Surviving Corporation shall be deemed to be a director of the Surviving Corporation as a result of the Merger.

b) Officers of Surviving Corporation. Each officer of Merger Sub immediately prior to the Effective Time shall hold the identical office in the Surviving Corporation until his or her successor shall have been duly elected or appointed and shall have qualified or until his or her earlier death or resignation or removal in accordance with the Articles of Incorporation and Bylaws. No officer of Surviving Corporation shall be deemed to be an officer of the Surviving Corporation as a result of the Merger.

ARTICLE 3
MANNER OF CONVERTING SHARES OF THE CONSTITUENT CORPORATIONS

3.1. Effect of Merger on Surviving Corporation Capital Stock. The Corporation has one class of stock outstanding designated as "Common Stock." As of the Effective Time, by virtue of the Merger and without any action on the part of Parent, Merger Sub, Surviving Corporation or the holder of any shares of Common Stock of Surviving Corporation:

a) Cancellation of Certain Shares. Each share of Common Stock of Surviving Corporation held by (i) Surviving Corporation (or held in Surviving Corporation's treasury), (ii) any wholly-owned subsidiary of the Surviving Corporation, (iii) Parent or (iv) Merger Sub shall automatically be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor, and each share of Common Stock of Surviving Corporation held by Parent, Merger Sub or any other wholly owned subsidiary of Parent shall automatically be cancelled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor.

b) Conversion of Surviving Corporation Common Stock. Except as provided in

clause (a) above, each issued and outstanding share of Surviving Corporation Common Stock, other than Dissenting Shares (as defined below in Section 3.3), if any, shall be converted into the right to receive an amount of cash equal to \$0.457 per share (the "Merger Consideration"). As of the Effective Time, all such shares shall no longer be outstanding and shall automatically be cancelled and shall cease to exist, and shall thereafter only represent the right to receive the Merger Consideration without interest.

c) Treatment of Options. At the Effective Time, each option (each, a "Company Stock Option") to purchase Common Stock granted under the Surviving Corporation's Director Stock Option Plan and/or the Stock Option Plan (collectively, the "Company Stock Plans"), whether vested or unvested, that is outstanding immediately prior to the Effective Time shall be cancelled and, in exchange therefor, the Surviving Corporation shall pay to each former holder of any such cancelled Company Stock Option as soon as practicable following the Effective Time by a special payroll payment an amount in cash (without interest, and subject to deduction for any required withholding Tax) equal to the product of (i) the excess of the Merger Consideration over the exercise price per Share under such Company Stock Option and (ii) the number of shares of Common Stock subject to such Company Stock Option; provided, that if the exercise price per Share of any such Company Stock Option is equal to or greater than the Merger Consideration, such Company Stock Option shall be canceled without any cash payment being made in respect thereof; provided further that Parent may, in its sole discretion, cause Computershare, Inc. as Paying Agent, on behalf of the Surviving Corporation, to make the payments described in this sentence rather than the Surviving Corporation.

3.2. Effect of Merger on Merger Sub Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holder of any share of capital stock of Merger Sub, each share of common stock of Merger Sub issued and outstanding shall be converted into and exchanged for one validly issued, fully paid, and nonassessable share of common stock of the Surviving Corporation. Each certificate of Merger Sub evidencing ownership of any common stock of Merger Sub shall evidence, from and after the Effective Time, ownership of such shares of the Surviving Corporation.

3.3. Dissenting Shares. If dissenters' rights are available under the California Law to holders of shares of capital stock of Surviving Corporation in connection with the Merger, any issued and outstanding share of capital stock of Surviving Corporation which has not been voted upon for approval of the Merger and with respect to which dissenters' rights shall have been properly demanded in accordance with § 1301 of the California Law (the "Dissenting Shares") shall not be converted into the right to receive the Merger Consideration and the holders thereof shall have only such rights as are provided in Chapter 13 of the California Law unless and until the holder of such shares of capital stock of Surviving Corporation withdraws his demand for such dissenters' rights or otherwise loses his dissenters' rights. If a holder of Dissenting Shares shall properly withdraw his demand for dissenters' rights or shall otherwise lose his dissenters' rights, then, as of the Effective Time or the occurrence of such event, whichever last occurs, such Dissenting Shares shall cease to be Dissenting Shares and shall be converted into and represent the right to receive the Merger Consideration.

ARTICLE 4 TERMINATION AND AMENDMENT

4.1 Termination. Notwithstanding the approval of this Agreement of Merger by the shareholders of Merger Sub and Surviving Corporation, prior to the Effective Time this Agreement of Merger shall terminate forthwith in the event that the Plan of Merger shall be terminated as therein provided.

4.2 Amendment. Prior to the Effective Time, this Agreement of Merger may be amended only by a written instrument signed by the parties hereto; provided, however, that, after approval of the Plan of Merger by the shareholders of Surviving Corporation, no amendment may be made which by law requires further approval by such shareholders without such further approval.

ARTICLE 5 MISCELLANEOUS

5.1 Section 109.5(b). In accordance with Section 109(b) of the California Law, Surviving Corporation, as the surviving corporation of the Merger, shall (1) maintain at its principal executive office a copy of the Plan of Merger and all other documents and all amendments related thereto and all other documents and agreements referenced in this Agreement of Merger and (2) provide to shareholders of any of the Constituent Corporations a copy of them upon written request and without charge.

5.2 Further Actions. Merger Sub shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

5.3 Headings. The underlined headings contained in this Agreement of Merger are for convenience of reference only, shall not be deemed to be a part of this Agreement of Merger and shall not be referred to in connection with the construction or interpretation of this Agreement of Merger.

5.4 Counterparts. This Agreement of Merger may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

5.5 Governing Law. This Agreement of Merger 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 conflicts of laws thereof.

5.6 Construction.

a) For purposes of this Agreement of Merger, whenever the context requires: the singular number shall include the plural, and vice versa.

b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement of Merger.


c) As used in this Agreement of Merger, the words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

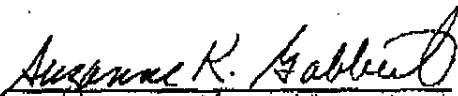
d) Except as otherwise indicated, all references in this Agreement of Merger to "Sections" and "Exhibits" are intended to refer to Sections of this Agreement of Merger and Exhibits to this Agreement of Merger.

[Signature page follows]


IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

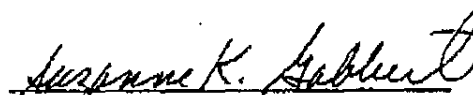
CRYOLIFE, INC.
a Florida corporation

By: 
Name: Steven G. Anderson
Title: President

By: 
Name: Suzanne K. Gabbert
Title: Secretary

CL FALCON, INC.
a Florida corporation

By: 
Name: Steven G. Anderson
Title: President

By: 
Name: Suzanne K. Gabbert
Title: Secretary

CARDIOGENESIS CORPORATION
a California corporation

By: _____
Name: Paul McCormick
Title: President

By: _____
Name: William Abbott
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

IN WITNESS WHEREOF, the parties have duly executed this Agreement of Merger as of the date first written above.

CRYOLIFE, INC.
a Florida corporation

By: _____
Name: _____
Title: President

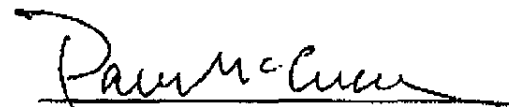
By: _____
Name: _____
Title: Secretary


CL FALCON, INC.
a Florida corporation

By: _____
Name: Steven G. Anderson
Title: President

By: _____
Name: Suzanne K. Gabbert
Title: Secretary

CARDIOGENESIS CORPORATION
a California corporation

By: 
Name: Paul McCormick
Title: President

By: 
Name: William Abbott
Title: Secretary

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

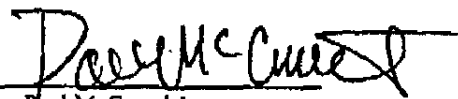
Paul McCormick and William Abbott hereby certify that:

1. They are the President and Secretary, respectively, of CARDIOGENESIS CORPORATION, a California corporation (the "Corporation").
2. The Agreement of Merger to which this Certificate is attached (the "Agreement of Merger") has been duly approved by the Board of Directors of the Corporation.
3. The Corporation has one class of stock outstanding designated as "Common Stock", of which 46,564,910 shares of Common Stock were outstanding and entitled to vote on the merger.
4. The principal terms of the Agreement of Merger were approved by the Corporation by a vote of a number of shares of each class which equaled or exceeded the vote required. The vote required was the affirmative vote of the holders of at least a majority of the issued and outstanding shares of the Corporation's Common Stock, voting as a single class.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each of the undersigned declares 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 our own knowledge.

Date: May 16, 2011

By: 
Name: Paul McCormick
Title: President

By: _____
Name: William Abbott
Title: Secretary

Each of the undersigned declares 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 our own knowledge.

Date: May 16, 2011

By: _____
Name: Paul McCormick
Title: President

By: WR Abbott
Name: William Abbott
Title: Secretary

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Steven G. Anderson and Suzanne K. Gabbert hereby certify that:


1. They are President and Secretary, respectively, of CL Falcon, Inc., a Florida corporation (the "Corporation").
2. The Agreement of Merger to which this Certificate is attached (the "Agreement of Merger") has been duly approved by the Board of Directors of the Corporation.
3. The Corporation has one class of stock outstanding, designated "Common Stock," of which 1000 shares were outstanding and entitled to vote on the merger.
4. The Shareholder approval was by the holders of 100% of the outstanding shares of the corporation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Each of the undersigned declares 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 our own knowledge.

Date: May 16 2011

By: 
Name: Steven G. Anderson
Title: President

By: 
Name: Suzanne K. Gabbert
Title: Secretary