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| 10 10 H 5-1 100 (modified)  | 11-26-2   | 2002   |   | Atty. Dkt. No. 066243-01   |  |
|   |   |  | SHEET   | S. DEPARTMENT OF COMMERC   |  |
|   | 1022934   |  |   | ·  |  |
| the Director of the United States Patent ar   | nd Trademark Office:  |  |   |  |  |
| 1. Name of conveying party(ies):<br>Data Critical Corporation   | -20-02  | 2. Name and  | l address of receiv                                 | /ing party(ies):   |  |
|   |   | Inc.<br>8200 We:   | cal Systems Info<br>st Tower Avenue<br>se, WI 53223 | ormation Technologies,   |  |
| Additional conveying party(ies)   | )   |  |   |  |  |
| 3. Nature of conveyance:  |   |  |   |  |  |
| ASSIGNMENT  |   |  |   |  |  |
| Execution Date:<br>10/10/02   | Additional na   | me(s) & address(   | as) attached? NO                                    |  |  |
| 4. Application number(s) or patent numb   | per(s):   | Auunonarna   |   |  |  |
|   |   |  | e   |  |  |
| If this is being filed together with a ne   | ew application, the   | execution dat  | e of the application                                | on is: N/A   |  |
| A. Patent Application Number(s):  |   | B. Patent Number(s):<br><u>5,452,356</u> 5,481,255<br>5,735,285 6,097,308      |   |  |  |
|   |   |  |   | 6,264,614  |  |
| E. Name and address of party to whom  | Additional numbe  | ers attached? NO   | )   |  |  |
| 5. Name and address of party to whom<br>concerning document should be maile   |   | 6. Total nun   | nber of application                                 | s/patents involved: 5  |  |
| _   |   | 7. Total fee   | (37 C.F.R. § 3.41                                   | ): \$200.00  |  |
| Jeffrey S. Gundersen  |   | X Check I  | Enclosed  |  |  |
| FOLEY & LARDNER<br>777 East Wisconsin Avenue<br>Milwaukee, Wisconsin 53202-5367   |   | Charge   | to deposit accourt                                  | nt   |  |
|   |   | Charge to deposit account           8. Deposit account number:         06-1447 |   |  |  |
| ,   | DO NOT USE  | •  |   |  |  |
|   | 20 OC   |  |   |  |  |
| <ol> <li>Statement and signature:<br/>To the best of my knowledge and<br/>is a true copy of the original document.<br/>fees which may be required in this matter<br/>Jeffrey S. Gundersen     </li> </ol> | The Commissioner  | is hereby auti   | horized to charge                                   |  |  |
| (Reg. No. 47,619)<br>Name of person signing   | //  | Signature  | 1   | Date   |  |
| Name of person signing  |   | Signature  |   |  |  |
| \ Tota  | I number of pages   | including cove   | er sheet, attachme                                  | ents, and document: 4  |  |
| 5/2002 DBYRNE 00000108 5452356  |   |  |   | and the second |  |
| C:8021 200.00 0   |   |  | locument is being                                   |  |  |
|   | ted with the United States Postal<br>e as first class mail in an envelope |  |   |  |  |
| 1.1326604.1   | addresse  | ressed to the Assistant Commissioner<br>Patents, Washington, D.C. 20231, on    |   |  |  |
|   |   | n day of Novembe   | er, 2002.   |  |  |
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## **ASSIGNMENT OF PATENT APPLICATION RIGHTS**

WHEREAS, Data Critical Corporation, a Delaware corporation having a place of business at 8200 West Tower Avenue, Milwaukee, Wisconsin 53223 ("ASSIGNOR"), is the owner of the patents and patent applications as set forth on <u>Schedule A</u>; and

WHEREAS, GE Medical Systems Information Technologies, Inc., a Wisconsin corporation having a place of business at 8200 West Tower Avenue, Milwaukee, Wisconsin 53223 ("ASSIGNEE"), has agreed to acquire from ASSIGNOR the above referenced patents and patent applications and ASSIGNOR has agreed to transfer to ASSIGNEE such patents and patent applications;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, ASSIGNOR's entire right, title and interest in and to the abovereferenced patents and patent applications and inventions covered thereby and improvements thereto, any and all continuations, divisions, continuations-in-part, extensions or reissues thereof, together with all rights, interests and obligations running toward or granted to ASSIGNOR under any previously executed assignment agreements between the inventor of each invention embodied in the above-referenced patent applications and ASSIGNOR or any of its predecessors in title, and together with any and all claims and demands ASSIGNOR or its predecessors may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the claims of such patent applications, including the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

ASSIGNOR further hereby sells and assigns to ASSIGNEE all worldwide rights to said inventions in all patent granting countries of the world, including the right to file applications or to obtain patents for said inventions in its own name in said countries under the terms of the Paris Convention for the Protection of Intellectual Property, together with all of ASSIGNOR's rights of priority and all other rights under any and all international agreements to which the United States adheres. ASSIGNOR hereby authorizes and requests any official, whose duty it is to issue in any country a patent or patents on said inventions or improvements, to issue patent or patents to ASSIGNEE or its nominees, successors or assigns.

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RECORDED: 11/11/2002

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