



To the Honorable Commissioner of Patents

102397355

attached original documents or copy thereof.

1. Name of conveying party(ies): **Parallel Design, Inc.**
 B)
 C)
 D)
- Date Assignment Executed **October 12, 2000**
2. Name and address of receiving party(ies):
General Electric Company
1 River Road
Schenectady, NY 12345
- 3-19-03**

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:
☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
 Other _____

Execution Date: **October 12, 2000**
 OFFICE OF PUBLIC RECORDS
 2003 MAR 17 AM 10:42
 FINANCE SECTION

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

- A. Patent Application No.(s) filed: B. Patent No.(s) **6,038,752 - 6,014,898 - 5,637,800 - 5,511,550 - 5,423,220**

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Carl B. Horton
GE Medical Systems
3000 North Grandview Boulevard
Waukesha, WI 53188
6. Total number of applications and patents involved: 5
7. Total fee (37 CFR 3.41)..... \$200.00
☐ Enclosed
☒ Authorized to be charged to deposit account

03/21/2003 TBIAZ1 00000042 070845 6038752
 01 FC:8021 200.00 CH

8. Deposit account number: **07-0845**
 (Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Attorney Carl B. Horton, Reg. # 34,622

Signature

Date

3-12-2003Total number of pages including cover sheet, attachments and document: 10

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of October 12, 2000 (this "Agreement"), is among General Electric Company, a New York corporation ("Parent"), Aquamarine Merger Corp., a Delaware corporation and a wholly-owned subsidiary of Parent ("Sub"), Parallel Design, Inc., a Delaware corporation (the "Company") (Sub and the Company being hereinafter collectively referred to as the "Constituent Corporations") and the stockholders and optionholder of the Company set forth on Exhibit A (the "Stockholders").

RECITALS:

A. The respective Boards of Directors of Parent, Sub and the Company have approved and declared advisable the merger of Sub with and into the Company upon the terms and subject to the conditions of this Agreement (the "Merger"), and the respective Boards of Directors of Parent, Sub and the Company have approved and adopted this Agreement;

B. The respective Boards of Directors of Parent and the Company have determined that the Merger is in the best interest of their respective stockholders;

C. The Stockholders have voted to approve and adopt this Agreement and Plan of Merger; and

D. For federal income tax purposes, it is intended by the parties hereto that the Merger shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

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

ARTICLE I THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the Delaware General Corporation Law (the "DGCL"), Sub shall be merged with and into the Company at the Effective Time (as defined in Section 1.2). Following the Merger, the separate corporate existence of Sub shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of Sub in accordance with the DGCL. Notwithstanding anything to the contrary herein, at the election of Parent, any direct wholly-owned Subsidiary (as hereinafter defined) of Parent may be substituted for Sub as a constituent corporation in the Merger. In such event, the parties agree to execute an appropriate amendment to this Agreement, in form and substance reasonably satisfactory to Parent and the Company, in order to reflect such substitution.

Section 1.2 Effective Time. The Merger shall become effective when the certificate of merger (the "Certificate of Merger"), executed in accordance with the relevant provisions of the DGCL, is filed with the Secretary of State of the State of Delaware; provided, however, that, upon mutual consent of the Constituent Corporations, the Certificate of Merger may provide for a later date of effectiveness of the Merger not more than 30 days after the date the Certificate of Merger is filed. When used in this Agreement, the term "Effective Time" shall mean the date and time at which the Certificate of Merger is accepted for filing or such later time established by the Certificate of Merger. The filing of the Certificate of Merger shall be made on the date of the Closing (as defined in Section 1.15).

Section 1.3 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and applicable provisions of the DGCL.

Section 1.4 Charter and By-laws; Directors and Officers.
(a) The Certificate of Incorporation of the Company in effect at the Effective Time will be amended in its entirety at the Effective Time to read as set forth in **Exhibit B** hereto and shall be the Certificate of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law. The By-laws of Sub in effect at the Effective Time will be the By-laws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

(b) The directors of Sub at the Effective Time shall automatically, and without further action, be the directors of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be. The officers of Sub at the Effective Time shall be the officers of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

is no labor strike, dispute, slowdown or stoppage pending or, to the Knowledge of the Company, threatened against or affecting the Company which may interfere with the business activities of the Company.

Section 3.16 Intellectual Property. "Company Intellectual Property" means all United States and foreign trademarks, trademark registrations, trademark rights and renewals thereof, trade names, trade name rights, trade dress, patents, patent rights, patent applications, industrial models, inventions, invention disclosures, author's rights, designs, utility models, inventor rights, software, copyrights, copyright registrations and renewals thereof, service marks, service mark registrations and renewals thereof, service mark rights, trade secrets, applications for trademark and service mark registrations, know-how, data, confidential information and other proprietary rights, and any data and information of any nature or form used or held for use in connection with the businesses of the Company as currently conducted or as currently contemplated by the Company, together with all applications currently pending or in process for any of the foregoing. The Company owns, or possess adequate licenses or other valid rights to use (including the right to sublicense to customers, suppliers or others as needed), all of the Company Intellectual Property that is necessary for the conduct or contemplated conduct of the Company's businesses. Section 3.16 of the Company Letter lists each license or other agreement pursuant to which the Company has the right to use Company Intellectual Property utilized in connection with any product of, or service provided by, the Company (the "Company Licenses"). There are no pending, or to the Knowledge of the Company, threatened interferences, re-examinations, oppositions or cancellation proceedings involving any patents or patent rights, trademarks or trademark rights, or applications therefor, of the Company, except such as may be commenced by Parent or any Subsidiary of Parent. There is no breach or violation by the Company under, and, to the Knowledge of the Company, there is no breach or violation by any other party to, any Company License that is reasonably likely to give rise to any termination or any loss of rights thereunder. There has been no unauthorized disclosure or use of confidential information, trade secret rights, processes and formulas, research and development results and other know-how of the Company, the value of which to the Company is dependent upon the maintenance of the confidentiality thereof. The conduct of the business of the Company as conducted in the past or as currently conducted or contemplated in connection with the introduction of planned new products and services did not, does not and will not, as the case may be, infringe upon or conflict with, in any way, any license, trademark, trademark right, trade name, trade name right, patent, patent right, industrial model, invention, service mark, service mark right, copyright, trade secret or any other intellectual property rights of any third party. Except as disclosed in Section 3.16 of the Company Letter, there are no infringements of, or conflicts with, any Company Intellectual Property. Except as set forth in Section 3.16 of the Company Letter, the Company has not licensed or otherwise permitted the use by any third party of any proprietary information or Company Intellectual Property on terms or in a manner which, individually or in the aggregate, would have a Material Adverse Effect on the Company.

Section 3.17 State Takeover Statutes. The Board of Directors of the Company has, to the extent such statute is applicable, taken all action (including

IN WITNESS WHEREOF, Parent, Sub the Company and the Stockholders have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

GENERAL ELECTRIC COMPANY,
a New York Corporation

By: 
Name: J. Keith Morgan
Title: Vice President

AQUAMARINE MERGER CORPORATION,
a Delaware Corporation

By: 
Name: J. Keith Morgan
Title: President

PARALLEL DESIGN, INC.
a Delaware Corporation

By: _____
Name: Mehmet Salahi
Title: President

DR. MEHMET SALAH,

JAMES H. BINNS, JR.,

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER AMONG
GENERAL ELECTRIC COMPANY, AQUAMARINE MERGER CORPORATION,
PARALLEL DESIGN, INC. AND THE STOCKHOLDERS OF PARALLEL DESIGN, INC.

IN WITNESS WHEREOF, Parent, Sub the Company and the Stockholders have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

**GENERAL ELECTRIC COMPANY,
a New York Corporation**

By: _____
Name: J. Keith Morgan
Title: Vice President

**AQUAMARINE MERGER CORPORATION,
a Delaware Corporation**

By: _____
Name: J. Keith Morgan
Title: President

**PARALLEL DESIGN, INC.
a Delaware Corporation**

By: M. Salahi
Name: Mehmet Salahi
Title: President

DR. MEHMET SALAHI,
M. Salahi

JAMES H. BINNS, JR.,
James H. Binns, Jr.

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER AMONG
GENERAL ELECTRIC COMPANY, AQUAMARINE MERGER CORPORATION,
PARALLEL DESIGN, INC. AND THE STOCKHOLDERS OF PARALLEL DESIGN, INC.

P. MICHAEL FINSTERWALD,



BINNS CHILDREN IRREVOCABLE TRUST,



DANIEL SMITH,



TYCO INTERNATIONAL,

a _____ corporation

By: _____

Name:

Title:

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER AMONG
GENERAL ELECTRIC COMPANY, AQUAMARINE MERGER CORPORATION,
PARALLEL DESIGN, INC. AND THE STOCKHOLDERS OF PARALLEL DESIGN, INC.

P. MICHAEL FINSTERWALD,

BINNS CHILDREN IRREVOCABLE TRUST,

DANIEL SMITH,

**TYCO ELECTRONICS CORPORATION,
a Pennsylvania corporation**

By: 

Name: Irving Gutin

Title: Vice President

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER AMONG
GENERAL ELECTRIC COMPANY, AQUAMARINE MERGER CORPORATION,
PARALLEL DESIGN, INC. AND THE STOCKHOLDERS OF PARALLEL DESIGN, INC.

P. MICHAEL FINSTERWALD,

BINNS CHILDREN IRREVOCABLE TRUST,


DANIEL SMITH,

TYCO ELECTRONICS CORPORATION,
a Pennsylvania corporation

By: _____
Name:
Title:

In addition to agreeing to the terms set forth herein, Patrick Pesque hereby agrees that he will irrevocably exercise all Company Stock Options owned by him within ten calendar days of the date hereof, which exercise shall be consummated immediately prior to the Effective Time.

PATRICK PESQUE



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