

06-18-2003

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U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Ethicon Inc.

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☐ Other _____

Execution Date: _____

2. Name and address of receiving party(ies)

Name: GE Medical Systems Information
Technologies, Inc.

Internal Address: _____

Street Address: 400 Woodland PrimeN74 W12501 Leatherwood CourCity: Menomonee Falls State: WI Zip: 53051Additional name(s) & address(es) attached? ☐ Yes ☐ No

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)

5515000

B. Patent No.(s)

14 Patents on Attached SheetAdditional numbers attached? ☒ Yes ☐ No

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

Name: Carl B. Horton

Internal Address: _____

GE MEDICAL SYSTEMSStreet Address: 3000 N Grandview Blvd - W710City: Waukesha State: WI Zip: 531886. Total number of applications and patents involved: ☐7. Total fee (37 CFR 3.41).....\$ 40.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50 2401OFFICE OF PUBLIC RECORDS
2003 JUN 16 AM 8:53
FINANCE SECTION

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9. Signature.

Carl B. Horton

Name of Person Signing

Signature

6-11-2003

Date

Total number of pages including cover sheet, attachments, and documents: 32

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/17/2003 LNWELLER 00000131 502401 5518050

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PATENT
REEL: 014172 FRAME: 0109

14 US Patents to be re-assigned to GE Medical Systems Information Technologies, Inc.

| <u>US Patent #</u> | <u>Issue Date</u> |
|---------------------------|--------------------------|
| 5518000 | 5/21/96 |
| 5577508 | 11/26/96 |
| 5579776 | 12/3/96 |
| 5590662 | 1/7/97 |
| 5651370 | 7/29/97 |
| 5660184 | 8/26/97 |
| 5661302 | 8/26/97 |
| 5680870 | 10/28/97 |
| 5704362 | 1/6/98 |
| 5706256 | 1/6/98 |
| 5724981 | 3/10/98 |
| 5731582 | 3/24/98 |
| 5752919 | 4/19/98 |
| 5788644 | 8/4/98 |

UNITED STATES PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 22 day of October, 1998, ("Effective Date"), by and between Ethicon, Inc., a New Jersey, USA corporation, with its principal office at U.S. Route #22, Somerville, New Jersey 08876, USA ("Assignor"), and Critikon Company, L.L.C., a Delaware limited liability company, with its principal office c/o Liberty Partners, 4110 George Road, Tampa, Florida 33631, USA ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 9, 1998 ("Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the assets, properties and rights pertaining to the Transferred Business as defined in the Purchase Agreement;

WHEREAS, Assignor, owns the entire right, title and interest in, to and under those United States patents and patent applications identified and set forth on Schedules A and B respectively, and the foreign patents and patent applications identified and set forth on Schedule C (collectively the "Patents"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees and does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and

including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem

appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 22nd day of October, 1998.

ETHICON, INC.

By: [Signature]

Name: JOSEPH F. SHIRTZ

Title: ASSISTANT SECRETARY

CRITIKON COMPANY, L.L.C.

By: [Signature]

Name: Robert D. Stockman

Title: VP

STATE OF NEW JERSEY)
) SS.
COUNTY OF MIDDLESEX)

On this 22nd day of October, 1998, there appeared before me Joseph F. Shirtz, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Ethicon, Inc..

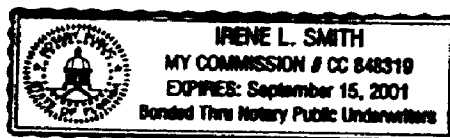
[Signature]
Notary Public

My Comm. Expires: 12/31/99

STATE OF Florida,
) SS.
COUNTY OF Hillsborough

On this 23 day of October, 1998, there appeared before me Robert B. Stockman personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Critikon Company, L.L.C.

[Signature]
Notary Public



SCHEDULE A

D-DROPPED
E-EXPIRED

ETHICON, INC.

U. S. PATENT REGISTRATIONS

U.S. PATENT REGISTRATIONS

| TITLE | PATENT NO. | ISSUE DATE |
|--|------------------------|------------|
| Automatic mean blood pressure reading device | 4349034 132923 DIV | 09/14/82 A |
| Magnetically coupled isolation interface circuit | 4338951 3ICK 6021 | 07/13/82 A |
| Automatic mean blood pressure reading device | 4360029 132923 CONT | 11/23/82 A |
| Pulmonary monitor | 4413632 No File | 11/08/83 E |
| Support and anchoring mechanism for membranes in selectively responsive field effect devices | 4456522 3ICK 6024 | 06/26/84 E |
| Method and apparatus for encapsulation of chemically sensitive field effect device | 4449011 3ICK 6023 | 05/15/84 E |
| Adaptive incremental blood pressure monitor | 4461266 3ICK 6025 | 07/24/84 E |
| System for encapsulation of semiconductor chips devices | 4393130 No File | 07/12/83 E |
| Pneumotachograph with pitot-like tubes | 4403514 No File | 09/13/83 E |
| AC mode operation of Chemfet devices | 4488556 3ICK 6028 | 12/18/84 E |
| Arm simulator for an oscillometric blood pressure monitor | 4464123 3ICK 6026 | 08/07/84 E |

| TITLE | PATENT NO. | ISSUE DATE |
|--|--|------------|
| Moisture detector for respiratory monitoring systems | 4546778 | 10/15/85 |
| Support and anchoring mechanism for membranes in selectively responsive field effect devices | 4486292 CIP 3ICK6024 | 12/04/84 |
| Automatic identification of cuff size in automated blood pressure monitors | 4501280 3ICK6029 | 02/26/85 |
| Detection of blood pressure complexes in automated vital signs monitors | 4546775 3ICK6031 | 10/15/85 |
| Blood pressure monitor | D-287052 No file | 12/02/86 |
| Oxygen sensor for rapid blood gas analysis | 4533456 No file | 08/06/85 |
| Improve method of automated blood pressure detection | 4543962 3ICK6030 | 10/01/85 |
| Portable electronic blood pressure monitor | D-297260 | 08/16/88 |
| Improved sphygmomanometric cuff pressurizing system | 4627440 3ICK6032 | 12/09/86 |
| Improved automated diastolic blood pressure monitor with data enhancement | 4638810 3ICK6033 | 01/27/87 |
| Communications protocol for distributed station network | 4807223 B2928 | 02/21/89 |
| Pulse oximeter sensor control system | 4848901 07/10/94 747 36137 No file | 07/18/89 |
| Improved automated systolic blood pressure monitor with data enhancement | 5170795 CIP 6037 | 12/15/92 |
| Improved automated mean arterial blood pressure monitor with data enhancement | 4754761 Cont 6034 | 07/05/88 |
| Oscillometric blood pressure monitor employing non-uniform decremending steps | 5052397 6035 | 10/01/91 |

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B 4/36137

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2005

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| TITLE | PATENT NO. | ISSUE DATE |
|--|----------------------------------|------------|
| A housing for an automated blood pressure and other vital signs monitoring device <i>136196</i> | D-304233 <i>136196 CRK104</i> | 10/24/89 |
| Pulse oximeter sensor <i>07/107085</i> | 4825879 <i>136135 No file</i> | 05/02/89 |
| Pulse oximetry system | 4807631 <i>132929</i> | 02/28/89 |
| Finger sensor for pulse oximetry system <i>07/229518</i> | 4825872 <i>136136</i> | 05/02/89 |
| Neuroxymeter sensor <i>136195 *</i> | 5024226 <i>CRK134</i> | 06/18/91 |
| Single hand notebook | 4988229 <i>132930</i> | 01/29/91 |
| Peripheral vascular analytical instruments | 5103833 <i>31CK6036</i> | 04/14/92 |
| Neuroxymeter sensor | 5127407 | 07/07/92 |
| Pressure monitor console | D-340769 | 10/26/93 |
| Patient monitoring unit and care station | 5187641 <i>132931</i> | 02/16/93 |
| A method of producing an audible alarm in a blood pressure and pulse oximeter monitor <i>132924</i> | 5253645 | 10/19/93 |
| Combined patient monitor and care station | D-343683 | 01/25/94 |
| Peripheral arterial monitoring instrument <i>31CK6036</i> | 5218968 <i>Div</i> | 06/15/93 |
| Peripheral arterial monitoring instruments <i>31CK6036 C.P</i> | 5417220 | 05/23/95 |
| Peripheral arterial monitoring instrument <i>31CK6036</i> | 5311872 | 05/17/94 |
| Method for determining dominant heart rates <i>31CK6040</i> | 5357970 | 10/25/94 |
| A method of producing an audible alarm in a blood pressure and pulse oximeter monitor <i>132924</i> | 5309908 | 05/10/94 |
| Electrical adaptor and the like | D-356296 | 03/14/95 |

10/2003

*D * 136135*

*D * 136136*

** NOT IN SYSTEM*

2009

2004

2005

2010

2012

2011

2011

2009

| TITLE | PATENT NO. | ISSUE DATE |
|---|----------------------|--------------------------|
| Method for oscillometric blood pressure determination employing curve fitting | 5704362 6056 | 01/06/98 |
| Peripheral arterial monitoring instruments | 5447163 6036 DIV | 09/05/95 |
| Character distinguishing sized blood pressure cuff system | 5505207 | 04/09/96 |
| Carbon dioxide detector | 5480611 310K6045 | 01/02/96 |
| Oscillometric blood pressure monitor employing deflation periods of alternating durations | 5518000 6047 | 05/21/96 2014 |
| Peripheral arterial monitoring instruments | 5724981 6036 CONT | 03/10/98 2015 |
| Oscillometric blood pressure monitor with enhanced cuff pressure control | 5579776 6049 | 12/03/96 2015 |
| Determination of oscillometric blood pressure by linear approximation | 5577508 6048 | 11/26/96 2015 |
| Detection of oscillometric blood pressure complexes using correlation | 5590662 6050 | 01/07/97 2015 |
| Oscillometric blood pressure monitor which automatically determines when to take blood pressure measurements | 5606977 6051 | 03/04/97 2015 |
| Oscillometric blood pressure monitor which acquires blood pressure signals from composite arterial pulse signal | 5680870 6055 | 10/28/97 2015 |
| Pacemaker pulse detection and artifact rejection | 5660184 6053 | 08/26/97 2015 |
| Calibration verification device | 5616823 | 04/01/97 |
| Clock frequency coordination for electromagnetic compatibility | 5706256 6057 | 01/06/98 |
| Surface sensor device | 5731582 6059 | 03/24/98 ²⁰¹⁶ |

2015

2013

2013

| TITLE | PATENT NO. | ISSUE DATE |
|--|----------------------------|-------------------------|
| Method of quantatively determining one or more characteristics of a substance | 5661302 <i>6054</i> | 08/26/97 <i>2016</i> |
| Failsafe supervisor system for a patient monitor | 5746203 <i>6060</i> | 05/05/98 |
| Mitigation of respiratory artifact in blood pressure signal using line segment smoothing | 5752919 <i>6061</i> | 05/19/98 <i>2016</i> |
| Detection of oscillometric blood pressure complexes using correlation | 5651370 <i>DIV 6050</i> | 07/29/97 <i>2015</i> |
| Pulmonary monitor | 4546770 | 10/15/85 |
| Polarographic oxygen sensor | 4466879 | 08/21/84 |
| Automatic lead switching for ECG monitor | 5788644 <i>6062</i> | 08/04/98 <i>2016</i> |

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SCHEDULE B

ETHICON, INC.

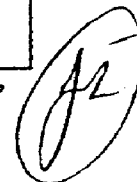
U. S. PATENT APPLICATIONS

| TITLE | APP. NO. | DATE |
|--|-----------|----------|
| Electronic module blind mate connection system | 08/726430 | 10/04/96 |
| Modular patient monitor | 29/063736 | 12/13/96 |
| Patient monitor with articulating display | 29/063708 | 12/13/96 |
| NIBP trigger in response to detected heart rate variability | 08/966719 | 11/10/97 |
| Reconfigurable user interface for modular patient monitor | 09/034800 | 03/04/98 |
| Apparatus and method for non-invasive measurement of a substance | 08/933520 | 09/18/97 |
| NIBP playback device | 08/445273 | 05/19/95 |
| Apparatus for non-invasive measurement within a human or animal body | 08/681590 | 07/29/96 |
| Method for determining minimum wait time between blood pressure determinations | 09/021869 | 02/11/98 |
| System and method for breath stimulation | 09/002230 | 12/31/97 |
| Non-invasive blood pressure sling | 09/001181 | 12/30/97 |
| Electrically isolated patient electronics powered by light | 09/034112 | 03/03/98 |

NON-INVASIVE MEDICAL
SENSOR

08/894,065

11/17/97



AGREEMENT AND PLAN OF MERGER

BY AND AMONG

CRITIKON COMPANY, L.L.C.,

GE MEDICAL SYSTEMS INFORMATION TECHNOLOGIES, INC.

AND

GATOR ACQUISITION L.L.C.

DATED AS OF

OCTOBER 26, 2000

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LIST OF EXHIBITS

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| Exhibit B | - Operating Agreement of the Company |
| Exhibit C | - Certificate of Company |
| Exhibit D | - Opinion of Company Counsel |
| Exhibit E | - Confidentiality, Noncompetition and Nonsolicitation Agreement |
| Exhibit F | - Confidentiality and Nonsolicitation Agreement |
| Exhibit G | - Indemnification Agreement |
| Exhibit H | - Certificate of Buyer and Acquisition |
| Exhibit I | - Opinion of Counsel to Buyer and Acquisition |
| Exhibit J | - Permitted Investments |
| Exhibit K | - Escrow Agreement |

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| Schedule 6A(xxiii) | - Consents |
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| Schedule 7H | - Developments |
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| Schedule 7O | - Employee Benefits |
| Schedule 7P | - Officers and Directors |
| Schedule 7Q | - Insurance |
| Schedule 7R | - Compliance |
| Schedule 7S | - Environmental |
| Schedule 7T | - Assets |
| Schedule 7U | - Accounts Receivable; Inventory |
| Schedule 7V | - Employee Relations |
| Schedule 7W | - Customers and Suppliers |
| Schedule 7Y | - Health Care |
| Schedule 8A | - Representations and Warranties of Buyer and Acquisition |

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT (this "Agreement") is made as of October 26, 2000, by and among Critikon Company, L.L.C., a Delaware limited liability company (the "Company"), GE Medical Systems Information Technologies, Inc., a Wisconsin corporation ("Buyer"), and Gator Acquisition L.L.C., a Delaware limited liability company and wholly-owned subsidiary of Buyer ("Acquisition").

The boards of directors of the Company, Buyer and Acquisition deem advisable and in the best interests of their respective securityholders and stockholders the merger of Acquisition with and into the Company (the "Merger") upon the terms and conditions set forth in this Agreement and in accordance with the Delaware Limited Liability Company Act (the "Delaware Act"). Acquisition and the Company are hereinafter sometimes referred to collectively as the "Constituent Companies."

The authorized equity securities of the Company consist of 19,000 Preferred Units (the "Preferred Units"), 12,500 of which are issued and outstanding; 89,410.28 Class A Common Units (the "Class A Common Units"), 89,410.28 of which are issued and outstanding; 28,536.75 Class B Common Units (the "Class B Common Units"), 27,392.181 of which are issued and outstanding; and 5,944.84 Class C Common Units, (the "Class C Common Units"), 5,944.84 of which are issued and outstanding. The Preferred Units, the Class A Common Units, the Class B Common Units, and the Class C Common Units are collectively referred to herein as the "Units." The Class A Common Units, the Class B Common Units, and the Class C Common Units are collectively referred to herein as the "Common Units."

The authorized equity securities of Acquisition consists of 100 common units (the "Acquisition Common Units"), all of which are issued and outstanding and owned by Buyer.

The parties hereto agree as follows:

ARTICLE I

THE MERGER

1A. The Merger. On and subject to the terms and conditions contained herein, at the Effective Time (as defined in Section 1B), Acquisition shall be merged with and into the Company, with the Company being the surviving limited liability company in the Merger (the "Surviving Company").

1B. Consummation of the Merger. As soon as practical after the due satisfaction or waiver of all conditions set forth in Article V hereof and the consummation of the Closing under Section 4C, but in any event no later than the Effective Time, the parties hereto shall cause a certificate of merger to be filed with the Secretary of State of the State of Delaware, in such form as

required by, and executed in accordance with, the relevant provisions of the Delaware Act (the "Certificate of Merger"), and the Merger shall be effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware (the "Effective Time").

1C. Effect of the Merger The Merger shall have the effect as provided in the Delaware Act, and upon the effectiveness of the Merger, (i) the separate existence of Acquisition shall cease (except as may be continued by operation of law), (ii) the Surviving Company shall possess all of the rights, privileges, powers and franchises of each of the Constituent Companies, and all property (real, personal and mixed) and all debts due to any of the Constituent Companies in whatever amount, as well as all other things in action or belonging to each of the Constituent Companies, shall be vested in the Surviving Company, (iii) all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter as effectively the property of the Surviving Company as they were of the Constituent Companies, and the title to any real estate vested by deed or otherwise in any of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger and (iv) all rights of creditors and all liens upon any property of any of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Companies shall hence forth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1D. Further Assurances. If at any time after the Effective Time the Surviving Company shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to any property or right of the Constituent Companies acquired or to be acquired by reason of, or as a result of, the Merger or to otherwise carry out the purposes of this Agreement or effect the Merger, the Surviving Company and its officers and directors shall execute and deliver all such property, deeds, assignments and assurances in law and do all acts necessary, desirable or proper to vest, perfect or confirm title to such property or right in the Surviving Company, and the officers and directors of the Constituent Companies and the officers and directors of the Surviving Company are fully authorized in the name of the Constituent Companies or otherwise to take any and all such action.

1E. Escrow Agent. On the date of the Closing (the "Closing Date"), the Company and Buyer shall enter into an Escrow Agreement, substantially in the form attached hereto as Exhibit K (the "Escrow Agreement"), with American National Bank and Trust Company of Chicago, as escrow agent (the "Escrow Agent"), and the Owners' Representatives, and Buyer shall deposit the Escrow Amount (defined Section 3C below) in immediately available funds with the Escrow Agent pursuant to the Escrow Agreement. Each holder of Common Units immediately prior to the Effective Time shall be entitled to a pro rata interest in the Escrow Amount based upon the number of Common Units held by such person or entity, subject to the terms of the Escrow Agreement. The amount of cash held by the Escrow Agent pursuant to the Escrow Agreement from time to time shall be sometimes referred to herein as the "Escrow Funds."

(l) any partnership, joint venture or other similar arrangement or agreement involving a sharing of profits or losses; or

(m) other material agreement entered into outside the ordinary course of business.

(ii) Schedule 7K contains a copy of the standard express warranty or warranties given or offered by the Company in the ordinary course of business prior to the date hereof covering any class or group of products sold or distributed by the Company and a summary of any non-standard express warranties covering any material product sold or distributed by the Company, in each case which warranty is in effect on the date hereof or will be in effect on the Closing Date.

(iii) Except as specifically disclosed in Schedule 7L, 7K or 7O attached hereto, (a) each of the leases, contracts and other agreements listed in the Schedules hereto (collectively, the "Company Agreements") constitutes a valid and binding obligation of the Company or a Subsidiary, as the case may be, and, to the knowledge of the Company, a valid and binding obligation of the other parties thereto, and each of the Company Agreements is in full force and effect; (b) to the Company's knowledge, no Company Agreement has been breached in any material respect by the other party, (c) the Company has performed all material obligations under each of the Company Agreements, (d) the Company is not in receipt of any written claim of breach or default under any Company Agreement; and (e) no event has occurred and no condition or state of facts exists which, with the passage of time or the giving of notice or both, would constitute such a default or breach by the Company or, to the knowledge of the Company, by any such other party. The Company is not currently renegotiating any Company Agreements or paying liquidated damages in lieu of performance thereunder. Complete and correct copies of each of the Company Agreements have heretofore been delivered or made available to Buyer.

7L. Company 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 Currently Contemplated, together with all applications currently pending or in process for any of the foregoing. The term "Currently Contemplated," as used in this Section 7L, shall refer to the Company's business concerning the following products and features as they exist as of the Closing Date: i) the Pro 1000 Monitor, ii) the Dinamap ASAP algorithm, iii) the Dinamap SuperSTAT algorithm, iv) the Self-Applying CUFF, v) the Semi-Reusable CUFF and vi) the NIBP algorithm with Artifact Rejection using ECG and Pulse Oximetry. The Company owns, or possesses 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 continuing to conduct the Company's business as presently conducted and as Currently Contemplated. Schedule 7L lists each license or other agreement pursuant to which the Company has the right to use Company Intellectual Property utilized in connection with products of, or services provided by, the Company (the "Company Licenses"). Except as set forth on Schedule 7L, there are no pending, or to the knowledge of the Company, threatened litigation, interferences, re-examinations, oppositions or cancellation proceedings involving any Company Intellectual Property that would reasonably be expected to have a Material Adverse Effect. 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, that would reasonably be expected to have a Material Adverse Effect on the Company's business. To the knowledge of the Company, the conduct of the business of the Company as conducted in the past, as currently conducted, and Currently Contemplated, did not, does not and will not, infringe upon or conflict with any patent, patent right, or industrial model right of any third party. The conduct of the business of the Company as conducted in the past, as currently conducted, and Currently Contemplated, did not, does not, and will not infringe upon or conflict with any trademark, trademark right, trade name, trade name right, service mark, service mark right, copyright, or trade secret rights of any third party. Except as disclosed on Schedule 7L, there are no infringements of, or conflicts with, any Company Intellectual Property that would reasonably be expected to have a Material Adverse Effect on the Company's business. All references to the "knowledge of the Company" as used in this Section 7L shall be deemed to refer only to the actual knowledge, after reasonable inquiry, of (i) the individuals set forth in Section 11H hereto and (ii) Bruce Friedman and Brian Matye.

7M. Litigation. Except as set forth on Schedule 7M attached hereto, there are no actions, suits, proceedings or orders pending or, to the Company's knowledge, threatened against the Company at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

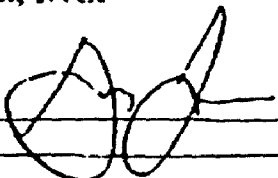
7N. Brokerage. Except for fees and expenses payable to Merrill Lynch & Co., Inc., there are no claims for brokerage commissions, finders fees, expenses or similar compensation in connection with the Merger or the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Company.

7O. Employee Benefit Plans.

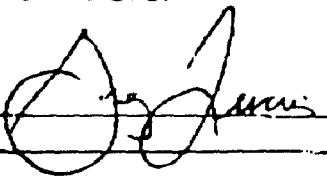
(i) Schedule 7O attached hereto contains a complete list of each Employee Benefit Plan that any of the Company and its Subsidiaries maintains or to which any of the Company and its Subsidiaries contributes or has any obligation to contribute or otherwise has any liability. For purposes of this Section 7O, "Employee Benefit Plan" means any (a) nonqualified deferred

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

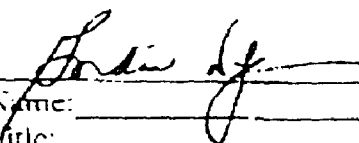
**GE MEDICAL SYSTEMS INFORMATION
TECHNOLOGIES, INC.**

By: 
Name: _____
Title: _____

GATOR ACQUISITION L.L.C.

By: 
Name: _____
Title: _____

CRITIKON COMPANY, L.L.C.

By: 
Name: _____
Title: _____

SCHEDULE 7L

COMPANY INTELLECTUAL PROPERTY

OEM Supply Agreement, dated September 1997, between the Company and Disetronic.

Purchase Agreement, dated June 13, 1996, between Novamatrix Medical Systems Inc. and the Company.

Supply Agreement, dated May 18, 1990, between Ohmeda Anesthesia Systems and the Company.

License and Purchase Agreement, dated January 1, 1999, between ALARIS Medical Systems, Inc. and the Company.

Nonexclusive License Agreement dated September 18, 1992, between Baxter Healthcare Corporation and the Company.

License Agreement, dated November 22, 1983, between Hewlett-Packard Company and the Company.

Software License Agreement, dated February 24, 1998, between Integrated Systems, Inc. and the Company.

Agreement, dated June 15, 1995, between Microcor, Inc. and the Company.

Patent License Agreement, dated November 3, 1998, between N.A.D., Inc. and the Company.

Oximetry Agreement, dated July 29, 1992 between SensorMedics Corporation and the Company.

Gas Detector Agreement, dated August 11, 1992, between SensorMedics Corporation and the Company.

Agreement, dated March 28, 1983, between University of Utah Research Foundation and the Company.

Development and License Agreement, dated November 14, 1988, between Mark Yelderman and the Company.

License Agreement, dated March 12, 1984, between Harold Mandroian and the Company.

Fixed Price Research Agreement, dated June 1, 1997, between the University of South Florida and the Company.

Agreement, dated April 1, 1987, between Chemet and the Company.

Agreement, dated December 31, 1989, between Dr. Raymond Glocker, Institute fuer Medizintechnik and the Company.

Agreement, dated November 13, 1984, between Hewlett Packard Products Division and the Company.

License Agreement dated March 25, 1998, between Nihon Kohden Corporation and the Company.

License Agreement, dated June 22, 1987, between Siemens Medical Systems, Inc. and the Company.

Agreement, dated December 12, 1990, between Chemfet, Incorporated and the Company.

Agreement, dated August 15, 1995, between Wishard Memorial Hospital and Company.

License Agreement, dated January 26, 2000, between GE Marquette Medical Systems, Inc. and the Company.

License Agreement, dated January 14, 1999, between Telemedic Systems, Inc. and the Company.

AlarmView Agreement, dated March 22, 2000, between Data Critical Corporation and the Company.

Non-exclusive Distributor Agreement entered December 22, 1997, between J & J Medical, Inc. and Nellcor Puritan Bennett Inc.

Pulse Oximeter Module OEM Agreement entered June 11, 1993 between Critikon, Inc. and Nellcor Inc.

First Amendment to Pulse Oximeter Module OEM Agreement effective August 16, 1994, between Critikon, Inc. and Nellcor, Inc.

Second Amendment to Pulse Oximeter Module OEM Agreement effective in 1998, between Critikon, Inc. and Nellcor, Inc.

Program Agreement effective February 27, 1997, between Critikon, Inc. and Nellcor, Inc.

Program Agreement effective April 1, 1995, between Critikon, Inc. and Nellcor, Inc.

Distribution Agreement entered September 1, 1995, between Critikon, Inc. and Nellcor, Inc.

Purchase Agreement for Bulk Cable entered February 26, 1997, between Critikon, Inc. and Nellcor, Inc.

License and Purchase Agreement entered January 1, 1999 between Critikon Company L.L.C. and

ALARIS Medical Systems, Inc.

License Agreement entered on or about February 1995 between J & J Medical, Inc. and Hewlett-Packard Company and Hewlett-Packard GmbH.

Assignment, dated August 16, 1982, between Crest Tool Corporation and the Company.

License Agreement, dated September 27, 1982, between Bifok and the Company.

OEM Supply Agreement, dated September 1997, between the Company and Disetronic.

Purchase Agreement, dated June 13, 1996, between Novamatrix Medical Systems Inc. and the Company.

Supply Agreement, dated May 18, 1990, between Ohmeda Anesthesia Systems and the Company.

License and Purchase Agreement, dated January 1, 1999, between ALARIS Medical Systems, Inc. and the Company.

On August 31, 1993, Critikon (then part of Johnson & Johnson) sent a letter to SpaceLabs Medical indicating its belief that their NIBP monitors used technology that fell under Critikon's patent 4,360,029. SpaceLabs responded on October 11, 1993, indicating reasons why they felt they did not infringe our patent. No further action was taken.

On September 3, 1993, a similar letter was sent to Protocol Systems. They responded on September 15, 1993, indicating that Critikon's patents did not apply to their systems. No further action was taken.

Sidley & Austin
10 South Dearborn Street
Chicago, Illinois 60603
Attention: David J. Zampa, Esq.

11C. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns; provided that neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (including by operation of law) by Buyer without the prior written consent of the Company or by the Company without the prior written consent of Buyer, except that Buyer may assign its rights, interests and obligations under this Agreement to a subsidiary of Buyer without the Company's consent (provided Buyer remains primarily liable hereunder).

11D. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

11E. No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any person.

11F. Captions. The captions used in this Agreement and descriptions of Schedules are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption or description of Schedules had been used in this Agreement.

11G. Complete Agreement. Except for the Confidentiality Agreement, this Agreement and the other agreements executed on the date hereof contain the complete agreement between the parties and supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

11H. Knowledge. Except as otherwise provided in Section 7L hereto, all references to the knowledge of the Company shall be deemed to refer only to the actual knowledge of Steven Atkinson, Michael Genau, David Milner, Gordon Nye, John Roby and Robert Stockman, after reasonable inquiry.

11I. Schedules. Notwithstanding anything else to the contrary in this Agreement, (i) disclosure of an item on any Schedule attached hereto shall qualify all portions of the representations and warranties contained in the Section referenced at the top of such Schedule (to