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

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Tab settings

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

1. Name of conveying party(ies):

Critikon

2. Name and address of receiving party(ies)

Name: GE Medical Systems Information Technologies, Inc. Internal Address:

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Street Address: 400 Woodland Prime N74 W12501 Leatherwood Cour

City: Menomonee Falls State: WI Zip: 53051

Execution Date: 26 OCT 2000

Additional 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)

5103533

B. Patent No.(s)

22 Patents on Attached Sheet

Additional 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 SYSTEMS

Street Address: 3000 N Grandview Blvd - W710

City: Waukesha State: WI Zip: 53186

6. 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 2401

OFFICE OF PUBLIC RECORDS 2003 JUN 16 AM 8:34 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:

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

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

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**EXECUTION COPY**

**AGREEMENT AND PLAN OF MERGER**

**BY AND AMONG**

**CRITIKON COMPANY, L.L.C.,**

**AL SYSTEMS INFORMATION TECHNOLOGIES, INC.**

**AND**

**GATOR ACQUISITION L.L.C.**

**DATED AS OF**

**OCTOBER 26, 2000**

## TABLE OF CONTENTS

	<u>Page</u>
<b>ARTICLE I</b>	
<b>THE MERGER</b> .....	1
1A. The Merger .....	1
1B. Consummation of the Merger .....	1
1C. Effect of the Merger .....	2
1D. Further Assurances .....	2
1E. Escrow Agent .....	2
 <b>ARTICLE II</b>	
<b>THE SURVIVING ENTITY</b> .....	3
2A. Certificate of Formation .....	3
2B. Operating Agreement .....	3
2C. Directors .....	3
2D. Officers .....	3
 <b>ARTICLE III</b>	
<b>REDEMPTION OF PREFERRED UNITS; CONVERSION OF COMMON UNITS</b> .....	3
3A. Redemption of Preferred Units .....	3
3B. Conversion of Units .....	3
3C. Common Units Price .....	4
 <b>ARTICLE IV</b>	
<b>PAYMENT OF MERGER CONSIDERATION</b> .....	6
4A. Paying Agent .....	6
4B. Closing of Company Transfer Books .....	7
4C. Closing .....	7
4D. Adjustment to Purchase Price .....	8
4E. Allocation of Purchase Price .....	9
 <b>ARTICLE V</b>	
<b>CONDITIONS TO CLOSING</b> .....	10
5A. Conditions to All Parties' Obligations .....	10
5B. Conditions to Buyer's and Acquisition's Obligations .....	11
5C. Conditions to the Company's Obligations .....	12
5D. Waiver of Condition .....	13

ARTICLE VI

COVENANTS PRIOR TO THE EFFECTIVE TIME ..... 13

6A. Company Covenants ..... 13

6B. Repayment of Debt and Redemption of Preferred Units ..... 16

6C. Payment of Transaction Bonuses and Phantom Units ..... 17

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF THE COMPANY ..... 17

7A. Organization and Company Power ..... 17

7B. Company Equity Securities ..... 17

7C. Subsidiaries and Investments ..... 18

7D. Authorization; No Breach ..... 19

7E. Financial Statements ..... 19

7F. Absence of Undisclosed Liabilities ..... 19

7G. No Material Adverse Changes ..... 20

7H. Absence of Certain Developments ..... 20

7I. Title to Properties, etc. .... 22

7J. Tax Matters ..... 23

7K. Contracts and Commitments ..... 24

7L. Company Intellectual Property ..... 25

7M. Litigation ..... 26

7N. Brokerage ..... 26

7O. Employee Benefit Plans ..... 26

7P. Officers and Directors ..... 29

7Q. Insurance ..... 29

7R. Compliance with Laws ..... 29

7S. Environmental ..... 29

7T. Availability of Assets and Legality of Use ..... 30

7U. Accounts Receivable; Inventories ..... 30

7V. Employee Relations ..... 31

7W. Customers and Suppliers ..... 31

7X. FDA Matters ..... 31

7Y. Health Care ..... 32

7Z. Insolvency ..... 33

7AA. Representations and Warranties with respect to Operations outside of the  
United States ..... 33

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER AND ACQUISITION . . . . . 34

8A. Representations and Warranties . . . . . 34

    (i) Corporate and Company Organization and Power . . . . . 34

    (ii) Authorization . . . . . 34

    (iii) No Violation . . . . . 34

    (iv) Governmental Authorities and Consents . . . . . 34

    (v) Brokerage . . . . . 35

    (vi) Litigation . . . . . 35

    (vii) Source of Funds . . . . . 35

8B. Covenants . . . . . 35

    (i) Notification . . . . . 35

    (ii) Employees . . . . . 35

ARTICLE IX

TERMINATION . . . . . 36

9A. Termination . . . . . 36

9B. Effect of Termination . . . . . 37

ARTICLE X

ADDITIONAL AGREEMENTS . . . . . 37

10A. Survival . . . . . 37

10B. Claims Against the Escrow Fund . . . . . 37

10C. Press Release and Announcements . . . . . 40

10D. Confidentiality . . . . . 40

10E. Securityholders' Meetings . . . . . 40

10F. Investigation by Buyer; Access . . . . . 41

10G. Negotiations with Others . . . . . 41

10H. Additional Agreements . . . . . 41

10I. Director and Officer Liability and Indemnification . . . . . 41

10J. Hart-Scott-Rodino Covenants. . . . . 41

10K. Owners' Representatives. . . . . 42

10L. Agreements Regarding Tax Matters . . . . . 43

ARTICLE XI

MISCELLANEOUS . . . . . 44

11A. Amendment and Waiver . . . . . 44

11B. Notices . . . . . 44

11C.	Assignment .....	46
11D.	Severability .....	46
11E.	No Strict Construction .....	46
11F.	Captions .....	46
11G.	Complete Agreement .....	46
11I.	Schedules .....	46
11J.	Counterparts .....	47
11K.	Governing Law .....	47
11L.	Resolution of Disputes .....	47

## INDEX OF DEFINED TERMS

	<u>Page</u>
Acquisition .....	1
Acquisition Common Units .....	1
Aggregate Common Units Purchase Price .....	4
Agreement .....	1
Allocation Schedule .....	10
Audited Balance Sheet .....	19
Award .....	47
Backlog Adjustment .....	40
Buyer .....	1
Certificate of Merger .....	2
Class A Common Units .....	1
Class B Common Units .....	1
Class C Common Units .....	1
Closing .....	7
Closing Adjusted Net Worth .....	4
Closing Date .....	2
Code .....	27
Common Units .....	1
Common Units Price .....	5
Company .....	1
Company Agreements .....	25
Company Intellectual Property .....	25
Company Licenses .....	26
Company Merger Expenses .....	5
Confidentiality Agreement .....	40
Constituent Companies .....	1
Currently Contemplated .....	25
Damages .....	37
Deductible Amount .....	38
Delaware Act .....	1
Dispute .....	47
DOJ .....	41
Effective Time .....	2
Employee Benefit Plan .....	27
Employee Pension Benefit Plan .....	27
Employee Welfare Benefit Plan .....	27
Environmental Laws .....	30
ERISA .....	27
ERISA Affiliate .....	28
Escrow Agent .....	2
Escrow Agreement .....	2



Escrow Amount . . . . . 5

Escrow Funds . . . . . 2

Estimated Closing Adjusted Net Worth . . . . . 5

Excluded Firms . . . . . 9

Federal Health Care Program . . . . . 33

Final Closing Balance Sheet . . . . . 5

Firm . . . . . 9

Foreign Benefit Plan . . . . . 28

FTC . . . . . 41

GAAP . . . . . 5

Governmental Authorization . . . . . 29

Hazardous Materials . . . . . 30

HSR Act . . . . . 10

HSR Approval . . . . . 10

HSR Expenses . . . . . 42

Indemnification Agreement . . . . . 12

Investment . . . . . 18

Latest Balance Sheet . . . . . 19

Legal Requirement . . . . . 29

Material Adverse Effect . . . . . 11

MDRs . . . . . 32

Merger . . . . . 1

Net Funded Debt . . . . . 5

Objection Notice . . . . . 8

Operating Agreement . . . . . 3

Other Agreements . . . . . 42

Owners . . . . . 42

Owners' Representatives . . . . . 42

Paying Agent . . . . . 6

Paying Agent Agreement . . . . . 6

Payment Fund . . . . . 6

Permitted Encumbrances . . . . . 22

Phantom Unit Payments . . . . . 17

Preferred Units . . . . . 1

Preferred Units Preference . . . . . 5

Preliminary Closing Adjusted Net Worth . . . . . 8

Preliminary Closing Balance Sheet . . . . . 8

QSR . . . . . 32

SBA Debt . . . . . 16

Senior Revolving Note . . . . . 16

Significant Holders . . . . . 12

Straddle Period . . . . . 39

Subsidiary . . . . . 18

Surviving Entity ..... 1

Tax ..... 23

Tax Return ..... 23

Taxes ..... 23

Transaction Bonuses ..... 17

Units ..... 1

Unsold Amount ..... 40

Updated Schedules ..... 16

LIST OF EXHIBITS

Exhibit A	- Restated Certificate of Formation
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

LIST OF SCHEDULES

Schedule 3C	- Closing Adjusted Net Worth
Schedule 4A	- Executive Notes
Schedule 5B(v)	- Required Consents
Schedule 6A(xxiii)	- Consents
Schedule 6C	- Transaction Bonuses and Phantom Unit Payments
Schedule 7A	- Foreign Qualification
Schedule 7B	- Capitalization
Schedule 7C	- Subsidiaries and Investments
Schedule 7D	- Consents
Schedule 7H	- Developments
Schedule 7I	- Real Estate
Schedule 7J	- Taxes
Schedule 7K	- Contracts
Schedule 7L	- Company Intellectual Property
Schedule 7M	- Litigation
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

## CRITIKON COMPANY, L.L.C.

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 7I, 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 above.

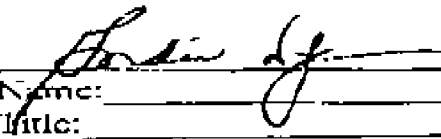
**GE MEDICAL SYSTEMS INFORMATION TECHNOLOGIES, INC.**

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 Chemzet 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