

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ETRAUMA.COM CORPORATION	02/18/2005
RECEIVING PARTY DATA	
Name:	STRYKER CORPORATION
Street Address:	2725 Fairfield Road
City:	Kalamazoo
State/Country:	MICHIGAN
Postal Code:	49003-4085
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11930718
CORRESPONDENCE DATA	
Fax Number:	(602)382-6070
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6023826000
Email:	hsobelman@swlaw.com
Correspondent Name:	Snell & Wilmer L.L.P.
Address Line 1:	One Arizona Center, 400 E. Van Buren St
Address Line 2:	Howard I Sobelman
Address Line 4:	Phoenix, ARIZONA 85004-2202
ATTORNEY DOCKET NUMBER:	48617.0138
NAME OF SUBMITTER:	Howard I Sobelman
Total Attachments: 13 source=486170138ASN5#page1.tif source=486170138ASN5#page2.tif source=486170138ASN5#page3.tif source=486170138ASN5#page4.tif	

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AGREEMENT AND PLAN OF MERGER
BY AND AMONG
STRYKER CORPORATION,
TRAUMA ACQUISITION CORP.,
ETRAUMA.COM CORP.
AND
CERTAIN STOCKHOLDERS OF ETRAUMA.COM CORP.
WHOSE NAMES ARE SET FORTH HEREIN

Dated as of February 18, 2005

NY:928279.6

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of February 18, 2005 by and among Stryker Corporation, a Michigan corporation ("Parent"), Trauma Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent ("Purchaser"), eTrauma.com Corp., a Delaware corporation (the "Company"), and those certain stockholders of the Company listed on Exhibit A attached hereto (hereinafter individually referred to as a "Stockholder" and collectively referred to as the "Stockholders"). Certain capitalized terms used herein are defined in Article I below.

RECITALS:

A. The respective Boards of Directors of Parent, Purchaser and the Company deem it advisable and in the best interests of such corporations and their respective stockholders that Purchaser be merged with and into the Company, so that the Company shall become a wholly-owned subsidiary of Parent, in accordance with the terms and conditions hereinafter set forth (hereinafter referred to as the "Merger");

B. Parent, as the sole stockholder of Purchaser, and the stockholders of the Company have approved and adopted this Agreement and the Merger in accordance with the DGCL and their respective organizational documents; and

C. Each of Parent, Purchaser, the Company and the Stockholders desire to make certain representations, warranties, covenants and agreements in connection with the Merger.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS

1.01. Previously Defined Terms. Each capitalized term defined in the first paragraph and the Recitals shall have the meaning set forth above whenever used herein.

1.02. Certain Definitions. In addition to the terms defined in the first paragraph and the Recitals, whenever used herein, the following terms shall have the meanings set forth below unless otherwise expressly provided:

"Affiliate" shall mean a Person that, directly or indirectly, is controlled by, controls, or is under common control with another Person. As used in the preceding sentence, "control" shall mean (a) the ownership of more than thirty-five percent (35%) of the voting securities or other voting interest of any Person, or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

"Welfare Plans" - As defined in Section 9.11(a).

ARTICLE II.

THE MERGER

2.01. The Merger. Upon the terms and subject to the conditions hereof, at the Effective Time, Purchaser shall be merged with and into the Company and the separate corporate existence of Purchaser shall thereupon cease, and the Company shall continue as the surviving corporation in the Merger (the "Surviving Corporation") under the laws of the State of Delaware.

2.02. Closing. Unless this Agreement shall have been terminated pursuant to Article XV hereof, and subject to the satisfaction or written waiver of the conditions set forth in Articles XIII and XIV hereof, the closing of the Merger (the "Closing") will take place as promptly as practicable (and in any event within two (2) Business Days) after the satisfaction or written waiver of the conditions set forth in Articles XIII and XIV hereof (other than those conditions which, by their nature, are to be satisfied on the Closing Date), by the exchange of documents required to be delivered, unless another date, time or place is agreed to in writing by Parent, Purchaser and the Company (the "Closing Date").

2.03. Certain Closing Deliverables. In addition to any other documents required to be delivered by the parties hereto on or before the Closing Date as set forth in this Agreement, including without limitation Sections 13 and 14 hereof, on the Closing Date (or such other date that is specified below):

- (a) The Company shall deliver to Parent and Purchaser the following:
 - (i) written resignations, effective at the Effective Time, of officers and directors of the Company from such positions;
 - (ii) the Certificate of Incorporation, certified by the Secretary of State of the State of Delaware as of a recent date;
 - (iii) certificates, dated as of a date not earlier than February 17, 2005, of the Secretary of State of the State of Delaware and the Secretary of State of the State of Florida as to the good standing of the Company in such jurisdictions;
 - (iv) the By-laws certified, as of the Closing Date, by the corporate secretary or another appropriate corporate officer of the Company;
 - (v) opinion of counsel to the Company, dated the Closing Date, substantially in the form set forth on Exhibit D attached hereto;
 - (vi) copies of the minutes or the written consents of the Board of Directors of the Company and the stockholders of the Company, in each case certified by the corporate secretary or another appropriate corporate officer of the Company, approving

the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement including, without limitation, the Merger;

(vii) an executed original or copy of each and any consent required to be obtained pursuant to Section 13.05 hereof unless waived by the Purchaser;

(b) Purchaser shall, and Parent shall cause Purchaser to, deliver to the Company certified copies of the minutes or the written consents of the Board of Directors of Parent and Purchaser and the sole stockholder of Purchaser approving the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement including, without limitation, the Merger.

2.04. Effective Time of the Merger. The Merger shall become effective upon the filing of a Certificate of Merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware in accordance with the provisions of the Delaware General Corporation Law (the "DGCL"), or at such other time as Parent, Purchaser and the Company shall agree should be specified in the Certificate of Merger, which filing shall be made as soon as practicable on the Closing Date. When used in this Agreement, the term "Effective Time" shall mean the time at which the Certificate of Merger is accepted for filing by the Secretary of State of the State of Delaware or such time as otherwise specified in the Certificate of Merger.

2.05. Effect of the Merger. The Merger shall, from and after the Effective Time, have all the effects provided herein, in the Certificate of Merger and in the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, of Purchaser and the Company. All of the rights, privileges, immunities and franchises, and all real property and personal property, tangible and intangible, of every kind and description belonging to Purchaser and the Company, and all debts due on whatever account to Purchaser or the Company, shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; all debts, liabilities obligations, restrictions, disabilities and duties of the Company and Purchaser shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Corporation; and the title to any real estate, or any interest therein, vested in Purchaser or the Company shall not revert or be in any way impaired by reason of the Merger.

2.06. Further Actions. Parent, Purchaser and the Company shall execute and deliver such certificates and other documents and take such other reasonable actions as may be necessary or appropriate in order to effect the Merger, including, but not limited to, making filings, recordings or publications required under the DGCL. If at any time after the Effective Time any further action is necessary to vest, perfect or confirm of record or otherwise in the Surviving Corporation the right and/or title to all property, assets or rights of Purchaser or the Company, the authorized officers and directors of the Surviving Corporation are fully authorized in the name of Purchaser or the Company, as the case may be, to take, and shall take, any and all such lawful action.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
and Plan of Merger on the day and year first above written.

STRYKER CORPORATION

By: Thomas R. Wink

Title Vice President, Administration and Secretary

TRAUMA ACQUISITION CORP.

By: Thomas R. Wink

Title Vice President and Secretary

ETRAUMA.COM CORP.

By: _____

Title _____

STOCKHOLDERS:

John D. Hodgeman

Stephen C. Roy

Mark W. Maloney

RemoteImage, LLC

Todd Talbott

David L. Helfet

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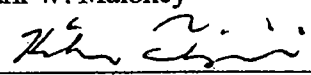
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Section 9.12
Intellectual Property

9.12(a)(i)

A. Patents and Patent Applications

1. Systems and Methods for Remote Viewing of Patient Images. Patent Number 6,381,029. Registration Date: April 30, 2002.
2. Systems and Methods for Remote Viewing of Patient Images. Published Application Number 20020109859. Patent Number 6,798,533. Registration Date: September 28, 2004.
3. Systems and Methods for Enhancing the Viewing of Medical Images. Published Application Number 20030069897. Serial Number 09/975,027. Application Date: October 10, 2001.
4. Systems and Methods for Remote Viewing of Patient Images. Published Application Number 20040257608. Serial Number 10/766,232. Application Date: January 28, 2004.
5. System and Method for Managing Medical Facility Procedures and Records. Serial Number 10/905,279. Application Date: December 23, 2004.

B. Trademarks/Service Marks

The owner of record for all trademarks, service marks and applications for trademarks and service marks is eTrauma.com Corp.

1. RemoteImage. Registration Number: 2,611,129. Registration Date: August 27, 2002.
2. eTrauma. Registration Number 2,560,533. Registration Date April 9, 2002.
3. OfficePACS. Registration Number: 2,580,244. Registration Date: June 11, 2002.
4. OrthoPACS. Registration Number: 2,836,953. Registration Date: April 27, 2004.
5. RadApps. Registration Number: 2,585,072. Registration Date: June 25, 2002.
6. eView Box. Registration Number: 2,576,817. Registration Date: June 4, 2002.
7. MyViewBox. Registration Number: 2,654,176. Registration Date: November 26, 2002.
8. TeamPACS. Registration Number: 2,706,504. Registration Date: April 15, 2003.

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