

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Vital Signs, Inc.

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

2. Name and address of receiving party(ies)

Name: General Electric Company

Internal Address: One River Road

Street Address: One River Road

City: Schenectady

State: NY

Country: US Zip: 12345

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 23, 2008

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

11/451192

6135111, 5425358,

Additional numbers attached? Yes No

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

Name: GE Healthcare

Internal Address: 20225 Water Tower Blvd., W492

Street Address: 20225 Water Tower Blvd., W492

City: Brookfield

State: WI Zip: 53066

Phone Number: 262-957-3788

Fax Number: 262-957-3810

Email Address: Daniel.Guiser@ge.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$120.00

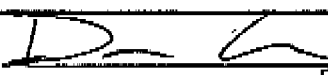
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 502401

Authorized User Name GE Healthcare

9. Signature:


Signature

4/27/09
Date

Daniel O. Guiser
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$120.00 502401 11451192

AGREEMENT AND PLAN OF MERGER

by and among

GENERAL ELECTRIC COMPANY,

TONIC ACQUISITION CORP

and

VITAL SIGNS, INC.

Dated as of July 23, 2008

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Exhibit A – Form of Certificate of Incorporation

Exhibit B – Form of By-laws

3.9 Intellectual Property. (a) Section 3.9(a)(1) of the Company Disclosure Letter sets forth a complete and accurate list as of the date hereof of (i) all Company Owned Intellectual Property (other than (A) any unregistered Company Owned Intellectual Property described in clauses (C), (D), (E) and (F) of the definition of Intellectual Property and (B) any Trademark that is not subject to any application or registration and is not material to either the business of the Company or its Subsidiaries), (ii) the owner of such Company Owned Intellectual Property and any registration thereof or application therefor in any jurisdiction (noting the relevant jurisdiction), (iii) a complete list of all licenses or rights granted by the Company or any of its Subsidiaries with respect to such Company Owned Intellectual Property (identified by title, date and parties), other than nonexclusive licenses granted by the Company or any of its Subsidiaries in the ordinary course of business and (iv) Contracts existing as of the date hereof pursuant to which the Company or one of its Subsidiaries has obtained rights to the Company Licensed Intellectual Property, including the duration or term thereof, other than any Contract (A) pursuant to which the Company or any of its Subsidiaries is granted the right to use commercially available software or (B) which is not material to the business of the Company and its Subsidiaries taken as a whole. All Company Owned Intellectual Property is owned by the Company or one of its Subsidiaries free and clear of all Liens, including claims or rights of employees, agents, consultants, contractors, partners, inventors, customers, licensees or other parties involved in the development, creation, marketing, maintenance, enhancement or licensing of such Intellectual Property (but excluding nonexclusive licenses granted by the Company or any of its Subsidiaries in the ordinary course of business).

(b) Except as set forth in Section 3.9(b) of the Company Disclosure Letter, to the Knowledge of the Company, neither the existence nor the sale, offer to sell, license, lease, transfer, export, import, use, reproduction, distribution, modification or other exploitation by the Company or any of its Subsidiaries of any of their respective products or services, as such products or services are or were sold, licensed, leased, transferred, used or otherwise exploited by such Persons, does or did (i) infringe on any Patent, Trademark, Copyright or other right of any other Person or (ii) constitute a misuse or misappropriation of any Secret Information of any other Person. There is no contract, license, Lien, governmental order, decree or judgment restricting the ability of the Company or any of its Subsidiaries to sell, offer to sell, license, lease, transfer, export, import, use, reproduce, distribute, modify or otherwise exploit any Company Owned Intellectual Property.

(c) Except as would not reasonably be expected to have a Company Material Adverse Effect, (i) all Patents, registered Trademarks and registered Copyrights owned by the Company or any of its Subsidiaries have been duly registered and/or filed, as applicable, with or issued by each applicable Governmental Entity in each jurisdiction in which the Company or any of its Subsidiaries has sought to register such rights; and (ii) where Company Owned Intellectual Property has been issued or registered, all necessary affidavits of continuing use have been filed, and all necessary maintenance fees have been paid to continue all such rights in effect.

(d) There is no suit, claim, action or proceeding pending or, to the Knowledge of the Company, threatened, nor is any governmental investigation pending or, to the Knowledge of the Company, threatened, with respect to, and neither the Company nor any of its Subsidiaries has at any time since October 1, 2004 received written notice of, any possible infringement or

other violation by the Company or any of its Subsidiaries or any of its or their products or services, of the Intellectual Property rights of any Person.

(e) The execution and delivery of this Agreement does not, and the consummation of the Merger and the other transactions contemplated hereby will not: (i) conflict with, or result in any material violation of, or default (with or without notice or lapse of time or both) under, or give rise to (A) any material Lien, right, license, lease or similar agreement relating to, any material Company Intellectual Property, or (B) any right of termination, cancellation or acceleration of any material Company Intellectual Property right or obligation set forth in any agreement to which the Company or any of its Subsidiaries is a party; (ii) cause the loss or encumbrance of any material Company Intellectual Property or material benefit related thereto; or (iii) otherwise impair the Company's or any of its Subsidiaries' ability to use the Company Intellectual Property in the same manner as such Company Intellectual Property is currently used by the Company, any of its Subsidiaries or their respective customers.

(f) The Company and each of its Subsidiaries have taken commercially reasonable steps to protect their rights in respect of Intellectual Property owned by the Company or any of its Subsidiaries that is material to either the business of the Company or its Subsidiaries, including complying with appropriate marking/notice requirements and maintenance of privacy and confidentiality requirements and to the Knowledge of the Company no such rights, including any right to prevent other Persons from using any such Intellectual Property owned by the Company or any of its Subsidiaries, have been lost or are reasonably expected to be lost through failure to act by the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries has agreed to waive any rights in Company Intellectual Property that is material to either the business of the Company or its Subsidiaries.

(g) For purposes of this Agreement, the following terms shall have the definitions set forth below:

(i) "Intellectual Property" means:

- (A) all trademarks (registered or unregistered), service marks, brand names, trade names, domain names, certification marks, trade dress, assumed names, other indications of origin and the goodwill associated therewith, and all registrations or applications for registration thereof in any jurisdiction, including any extension, modification or renewal of any such registration or application (collectively, "Trademarks"),
- (B) all patents, patent applications, provisionals, continuations, continuations-in-part, divisionals, re-issues, re-examinations, and foreign counterparts in any jurisdiction (collectively, "Patents"),

- (C) all copyrights, database rights and moral rights in both published works and unpublished works, including all such rights in Software, user and training manuals, marketing and promotional materials, internal reports, business plans and any other writings, expressions, mask works, firmware and videos, whether copyrighted, copyrightable or not, and all registrations or applications for registration of copyrights thereof and any renewals or extensions thereof in any jurisdiction (collectively, "Copyrights"),
- (D) trade secret and confidential information, and rights in any jurisdiction to limit the use or disclosure thereof by a third party, including such rights in inventions, discoveries and ideas, whether patented, patentable or not in any jurisdiction (and whether or not reduced to practice), know-how, customer lists, technical information, proprietary information, technologies, processes and formulae, software, data, plans, drawings and blue prints, whether tangible or intangible and whether stored, compiled, or memorialized physically, electronically, photographically or otherwise (collectively, "Secret Information"),
- (E) computer programs and applications, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, descriptions, flow-charts, library functions, algorithms, architecture, structure, display screens and development tools, and other information, work product or tools used to design, plan, organize or develop any of the foregoing, and all documentation, including user manuals and training materials, relating to any of the foregoing (collectively, "Software"), and
- (F) any similar intellectual property or proprietary rights similar to any of the foregoing, licenses, immunities, covenants not to sue and the like relating to the foregoing, and any claims, causes of action or rights of collection arising out of or related to any infringement (whether prior, present or future), misuse or misappropriation of any of the foregoing;

(ii) "Company Intellectual Property" means all Intellectual Property as defined above including patents, patent applications, trademark registrations, trademark applications, common-law trademarks, copyright registrations, trade secrets, software, domain

names, and other proprietary rights relating to any of the foregoing throughout the world (including associated goodwill and remedies against prior, current and future infringements thereof and rights of protection of an interest therein under the laws of all jurisdictions) and copies and tangible embodiments thereof that is owned by or licensed to the Company or any of its Subsidiaries;

(iii) "Company Owned Intellectual Property" means Company Intellectual Property that is owned by the Company or any of its Subsidiaries (excluding, for the avoidance of doubt, any Company Licensed Intellectual Property); and

(iv) "Company Licensed Intellectual Property" means Company Intellectual Property that is owned by a third party and licensed to or used by the Company or any of its Subsidiaries.

3.10 Contracts. (a) For purposes of this Agreement, "Company Material Contract" shall mean:

(i) any "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC) with respect to the Company and its Subsidiaries;

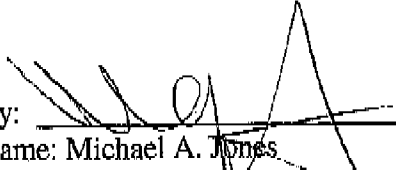
(ii) any employment or consulting or other type of Contract with any executive officer or other employee of the Company or any Subsidiary whose base salary or other compensation exceeds \$100,000 or any member of the Company Board or the board of directors of any Subsidiary, other than those that are terminable by the Company or any of its Subsidiaries on no more than ninety (90) days notice without liability or financial obligation to the Company or Subsidiary;

(iii) any Contract that purports to (A) limit, curtail or restrict in any respect the right of the Company or any of its existing or future Subsidiaries or Affiliates to engage in any line of business or compete with any Person in any line of business or in any geographic area or to compete with any party, (B) grant any exclusive rights to make, sell or distribute the Company's or any of its Subsidiaries' products, (C) grant to any party "most favored customer" status or other similar right to receive more favorable terms in any agreement if another party to a substantially similar agreement has received more favorable terms with respect to such agreement or (D) otherwise materially restrict or limit the right of the Company or its existing or future Subsidiaries to sell or distribute any products or services to any Person;

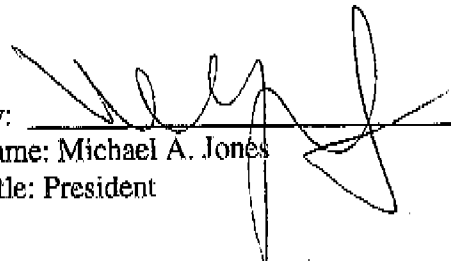
(iv) any Contract (A) entered into since January 1, 2006 outside the ordinary course of business relating to the disposition, acquisition or lease by the Company or any of its Subsidiaries of material properties or assets (by merger, purchase or sale of stock or purchase or sale of assets), (B) pursuant to which the Company or any of its Subsidiaries has any partnership, joint venture or other material ownership interest in any other Person or other business enterprise other than the Company's Subsidiaries or (C) pursuant to which the Company or any of its Subsidiaries is engaged in any joint development, joint distribution or strategic alliance with any other Person that, in the case of this subsection (C), is not terminable without penalty on notice equal to or less than ninety (90) days;

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

GENERAL ELECTRIC COMPANY

By: 
Name: Michael A. Jones
Title: Executive Vice President, Business Development
GE Healthcare

TONIC ACQUISITION CORP

By: 
Name: Michael A. Jones
Title: President

VITAL SIGNS, INC.

By: _____
Name:
Title:

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

GENERAL ELECTRIC COMPANY

By: _____
Name:
Title:

TONIC ACQUISITION CORP

By: _____
Name:
Title:

VITAL SIGNS, INC.

By: T. O. Wall
Name: Terry O. Wall
Title: President and Chief Executive Officer

Guidelines for Completing Patents Cover Sheets (PTO-1595)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is insufficient space, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the additional conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the party(ies) other than the owner of the patent or patent application as the conveying party(ies).

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. Enter a check mark in the "No" box, if no information is contained on an attached page. If the document to be recorded is a joint research agreement, enter the name(s) of the patent or patent application owner(s) as the receiving party.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, in order that confusion over dates is minimized. Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance.

Item 4. Application Number(s) or Patent Number(s).

Indicate the application number(s), and/or patent number(s) against which the document is to be recorded. National application numbers must include both the series code and a six-digit number (e.g., 07/123,456), and international application numbers must be complete (e.g., PCT/US91/12345).

Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4. Also enter a check mark if this Assignment is being filed with a new application.

Item 5. Name and Address of Party to whom correspondence concerning the document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Patents involved.

Enter the total number of applications and patents identified for recordation. Be sure to include all applications and patents identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and patent against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1058. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, USPTO, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.