

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER |
| EFFECTIVE DATE: | 07/31/2009 |

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------|----------------|
| Smiths Medical MD, Inc. | 07/31/2009 |

RECEIVING PARTY DATA

| | |
|-----------------|--------------------------|
| Name: | Smiths Medical ASD, Inc. |
| Street Address: | 160 Weymouth Street |
| City: | Rockland |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02370 |

PROPERTY NUMBERS Total: 2

| Property Type | Number |
|----------------|---------|
| Patent Number: | 6241704 |
| Patent Number: | 6475180 |

CORRESPONDENCE DATA

Fax Number: (612)332-9081
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612.332.5300
 Email: lbeckman@merchantgould.com
 Correspondent Name: John C. Reich
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NAME OF SUBMITTER: John C. Reich

Total Attachments: 4
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AGREEMENT OF MERGER

OF

SMITHS MEDICAL MD, INC.
(a Minnesota corporation)

WITH AND INTO

SMITHS MEDICAL ASD, INC.
(a Delaware corporation)

AGREEMENT OF MERGER (the "Agreement of Merger"), dated as of July 31, 2009, by and between Smiths Medical MD, Inc., a corporation organized and existing under the laws of the State of Minnesota ("Smiths MD"), and Smiths Medical ASD, Inc., a corporation organized and existing under the laws of the State of Delaware ("Smiths ASD"), with reference to the following recitals:

WHEREAS, MedVest Holdings Corporation, an Ohio corporation ("MedVest"), holds all of the issued and outstanding shares of capital stock of Smiths MD (the "Smiths MD Common Stock");

WHEREAS, MedVest holds all of the issued and outstanding shares of capital stock of Smiths ASD (the "Smiths ASD Common Stock");

WHEREAS, the Boards of Directors and the stockholder of Smiths ASD have adopted resolutions approving this Agreement of Merger in accordance with the General Corporation Law of the State of Delaware (the "DGCL"); and

WHEREAS, the Boards of Directors and the shareholder of Smiths MD have adopted resolutions approving this Agreement of Merger in accordance with the Minnesota Business Corporation Law Act (the "MBCLA").

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and intending to be legally bound, agree as follows:

1. Parties to Merger. Smiths ASD and Smiths MD (such corporate parties to the merger being hereinafter sometimes collectively referred to as the "Constituent Corporations") shall effect a merger (the "Merger") in accordance with and subject to the terms and conditions of this Agreement of Merger.

2. Merger, Service of Process. At the Effective Time (as defined in Section 3 hereof), Smiths MD shall be merged with and into Smiths ASD, which shall be, and is hereinafter sometimes referred to as, the "Surviving Corporation." The Surviving Corporation, which shall continue to be governed by the laws of the State of Delaware, hereby agrees that it may be

served with process in the State of Delaware in any proceeding for enforcement of any obligation of Smiths MD, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger. A copy of such process shall be mailed by the Secretary of the State of the State of Delaware to the Surviving Corporation at Registered Agent Solutions, Inc., 32 W. Loockerman Street, Suite 201, Dover, DE 19904.

3. Filing and Effective Time. A Certificate of Merger to be filed with the Secretary of State of the State of Delaware in accordance with Section 252 of the DGCL and an Articles of Merger to be filed with the Secretary of State of the State of Minnesota in accordance with Section 302A.615 of the MBCLA shall be delivered to the appropriate state official for filing. The Merger shall become effective at 11:59 p.m. United States Eastern Time on July 31, 2009 (the "Effective Time").

4. Certificate of Incorporation. At the Effective Time, the Certificate of Incorporation of Smiths ASD shall be and thereafter remain the Certificate of Incorporation of the Surviving Corporation, until amended in accordance with applicable law, except that Article 4 of the Certificate of Incorporation of the Surviving Corporation shall read as follows: "The total number of shares of stock which the corporation shall have authority to issue is Two Hundred Thousand (200,000) and the par value of each such shares is One Dollar (\$1.00) amounting in the aggregate to Two Hundred Thousand Dollars (\$200,000)."

5. Bylaws. At the Effective Time, the Bylaws of Smiths ASD shall be and thereafter remain the Bylaws of the Surviving Corporation until altered, amended or repealed in the manner therein provided in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation and applicable law.

6. Directors and Officers. At the Effective Time, the directors and the officers of Smiths ASD shall be the directors and the officers of the Surviving Corporation; each such director and officer shall hold office until his or her resignation or removal, in accordance with the Certificate of Incorporation and Bylaws of the Surviving Corporation and applicable law.

7. Effect of Merger. At the Effective Time, the Merger shall have the effect set forth in the DGCL and MBCLA.

8. Further Assurances. Each of the Constituent Corporations shall use their best efforts to take all action and to do all things necessary in order to consummate and make effective the actions contemplated in this Agreement of Merger. If at any time the Surviving Corporation, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its rights, title or interest in, to or under any of the rights, properties or assets of Smiths MD acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Agreement of Merger, Smiths MD and its proper officers and directors shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving

Corporation and otherwise to carry out the purposes of this Agreement of Merger; and the proper officers and directors of the Surviving Corporation are fully authorized in the name of Smiths MD or otherwise to take any and all such action.

9. Capital Stock. At the Effective Time, each share of Smiths MD Common Stock, issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, shall be canceled and cease to exist and be converted into and represent the right to receive .0346594381 shares of the Surviving Corporation as consideration for Smiths MD entering into this Agreement of Merger. At the Effective Time, each issued and outstanding share of Smiths ASD Common Stock shall continue to be issued and outstanding and shall represent shares of stock of the Surviving Corporation.

10. Amendment or Termination. Notwithstanding stockholder approval of this Agreement of Merger, this Agreement of Merger may be amended or terminated at any time on or before the Effective Date by agreement of the Boards of Directors of the Constituent Corporations.

11. Counterparts. This Agreement of Merger may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement. The parties agree that a facsimile may be executed as an original.

IN WITNESS WHEREOF, the parties hereto pursuant to the approval and authority duly given by resolutions adopted by the Boards of Directors and stockholders of each of Smiths MD and Smiths ASD, have duly executed this Agreement of Merger as of the day and year first written above.

SMITHS MEDICAL MD, INC.,
a Minnesota corporation

By: Stuart Morris-Hipkins

Name: Stuart Morris-Hipkins

Title: President

SMITHS MEDICAL ASD, INC.,
a Delaware corporation

By: Stuart Morris-Hipkins

Name: Stuart Morris-Hipkins

Title: President

STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED
JUL 31 2009
Mark Hitchie
Secretary of State

STATE OF MINNESOTA
DEPARTMENT OF STATE
I hereby certify that this is a
true and complete copy of the
document as filed for record in
this office.
DATED 7-31-09
Mark Kitchie
Secretary of State
By *Connie Kuffmeyer*



By