

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

CONDITIONAL ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Sealing Solutions, Inc.	07/22/2010

RECEIVING PARTY DATA

Name:	St. Jude Medical, Inc.
Street Address:	One St. Medical Drive
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55117

PROPERTY NUMBERS Total: 11

Property Type	Number
Application Number:	12461775
Application Number:	12813242
Application Number:	12813304
Application Number:	61334051
Application Number:	61282236
Patent Number:	6056768
Patent Number:	6162240
Patent Number:	6699261
Patent Number:	6818008
Patent Number:	7331981
PCT Number:	US0954492

CORRESPONDENCE DATA

Fax Number: (801)799-5700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 801-799-5830

501283529

PATENT
REEL: 024946 FRAME: 0726

CH \$440.00 12461775

Email: slcipdocket@hollandhart.com
Correspondent Name: L. Grant Foster HOLLAND & HART, LLP
Address Line 1: 222 South Main Street, Suite 2200
Address Line 2: P.O. Box 11583
Address Line 4: Salt Lake City, UTAH 84110

ATTORNEY DOCKET NUMBER:

47563.0172

NAME OF SUBMITTER:

L. Grant Foster

Total Attachments: 10

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AGREEMENT AND PLAN OF MERGER

BY AND AMONG

ST. JUDE MEDICAL, INC.,

TUQUE MERGER CORPORATION,

SEALING SOLUTIONS, INC.,

THE SECURITYHOLDERS, AND

ROBERT HORNAK AS SECURITYHOLDER REPRESENTATIVE

Dated as of July 22, 2010

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated as of July 22, 2010 (this "Agreement"), is by and among St. Jude Medical, Inc., a Minnesota corporation ("Buyer"), Tuque Merger Corporation, a Georgia corporation and a wholly-owned subsidiary of Buyer or one its affiliates ("Sub"), Sealing Solutions, Inc., a Georgia corporation (the "Company" and, together with Sub, the "Constituent Corporations"), the shareholders, option holders, and warrant holders of the Company other than the Company, Buyer or affiliates of the Company or Buyer (collectively, the "Securityholders") and Robert Hornak as Securityholder Representative. Capitalized terms used herein have the meanings ascribed to them in the Sections cross-referenced in the Table of Defined Terms immediately following the Table of Contents and Table of Exhibits or as otherwise set forth in this Agreement.

RECITALS

A. The boards of directors of each of Sub and the Company have (i) determined that the merger of Sub with and into the Company (the "Merger") upon the terms and subject to the conditions set forth herein would be advisable, fair and in the best interests of their respective shareholders and (ii) approved the Merger upon the terms and conditions set forth in this Agreement pursuant to the Georgia Business Corporation Code (the "GBCC") or the Minnesota Business Corporation Act (the "MBCA"), as applicable;

B. The total consideration to be received by the Securityholders in exchange for their interests in the Company upon consummation of the Merger shall be (redacted) in cash (the "Merger Consideration"), subject to the adjustments, deductions and withholdings described herein including the Escrow Amount;

C. The Escrow Amount will be held in escrow for a limited period of time after consummation of the Merger for the purpose of providing partial security for the indemnification obligations of the Securityholders under this Agreement, pursuant to the terms of an Escrow Agreement being executed concurrently with the execution hereof (the "Escrow Agreement");

D. The Merger, this Agreement, and the transactions contemplated hereby have been submitted for approval by the holders of the Company's common stock, \$0.001 par value per share (the "Common Stock"), on the date hereof in accordance with applicable Law, the Company's articles of incorporation (the "Articles of Incorporation") and the Company's bylaws (the "Bylaws");

E. To facilitate the resolution of any disputes after the Merger is completed with respect to indemnification claims by Buyer, the Company's shareholders (the "Shareholders") in approving the Merger, and the holders of Options and Warrants in requesting payment of the Merger Consideration to which they are entitled in exchange for the surrender of their Option Agreements and Warrant Agreements, will confirm the appointment of an individual to act as their representative in connection with such disputes;

F. Concurrently herewith, as an essential inducement for Buyer and Sub to enter into this Agreement, Douglas P. Killion and Bob Vidlund, who are consultants of the Company and Securityholders, have entered into Consulting Agreements with Buyer's Cardiovascular Division

(the "Consulting Agreements") and Messrs. Killion and Vidlund, as well as Dr. Christopher Cates, Robert Hornak, Dale A. Spencer and Mark Stautberg, have entered into Non-Competition Agreements with Buyer and the Company (the "Non-Competition Agreements"); and

G. The Non-Competition Agreements, the Escrow Agreement and the Paying Agent Agreement (as such agreements may be amended, supplemented or superseded from time to time) are collectively referred to herein as the "Ancillary Agreements."

NOW, THEREFORE, in consideration of the premises, representations, warranties and agreements herein contained, the parties agree as follows:

ARTICLE I THE MERGER

Section 1.1 The Merger.

Upon the terms and subject to the conditions hereof, and in accordance with the GBCC, Sub shall be merged with and into the Company at the Effective Time. Immediately following the Merger, (i) the separate corporate existence of Sub shall cease, (ii) the Company shall continue as the surviving corporation and as a wholly-owned subsidiary of Buyer or one of its affiliates (the "Surviving Corporation"), and (iii) all of the cash, receivables and other properties, rights, privileges, powers and franchises of the Company will vest in the Surviving Corporation, and all of the debts, liabilities, obligations and duties of the Company will become the debts, liabilities, obligations and duties of the Surviving Corporation.

Section 1.2 Closing; Effective Time.

(a) The closing of the Merger (the "Closing") shall take place at the offices of Briggs and Morgan, P.A., Suite 2200, 80 South Eighth Street, Minneapolis, MN 55402 at 10:00 A.M., Minnesota time, on the first Business Day following the satisfaction or, to the extent permitted by applicable Law, waiver of all conditions to the obligations of the parties set forth in Article VI (other than such conditions as may, by their terms, only be satisfied at the Closing or on the Closing Date), or at such other place or at such other time or on such other date as the parties mutually may agree in writing. The day on which the Closing takes place is referred to as the "Closing Date." For purposes of this Agreement, "Business Day" shall mean each day other than a Saturday, Sunday or other day on which commercial banks in Minneapolis, Minnesota are authorized or required by Law to close.

(b) As soon as practicable on the Closing Date, the parties shall cause a certificate of merger substantially in the form attached hereto as *Exhibit A* to be executed in accordance with the relevant provisions of the GBCC and filed with the Secretary of State of the State of Georgia (the "Certificate of Merger"). The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Georgia or at such later time as the parties shall agree and as shall be specified in the Certificate of Merger. The date and time when the Merger shall become effective is herein referred to as the "Effective Time".

under those sections or pursuant to Section 4001(b) of ERISA and the regulations promulgated thereunder, and (iv) "Multiple Employer Plan" means any employee benefit plan sponsored by more than one employer, within the meaning of Sections 4063 or 4064 of ERISA or Section 413(c) of the Code.

(c) The Company is not a party to any agreement, contract or arrangement that could result, separately or in the aggregate, in the payment, acceleration or enhancement of any benefit as a result of the transactions contemplated in this Agreement or any Ancillary Agreement (either alone or in combination with any other event) including the payment of any "excess parachute payments" within the meaning of Section 280G of the Code.

Section 3.13 Compliance with Worker Safety Laws.

The properties, assets and operations of the Company are in compliance with all applicable federal, state, local and foreign Laws relating to public and worker health and safety (collectively, "Worker Safety Laws"). With respect to such properties, assets and operations, including any previously owned, leased or operated properties, assets or operations, there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, incidents, actions or plans of the Company that may interfere with or prevent compliance or continued compliance with all applicable Worker Safety Laws.

Section 3.14 Product Liability.

The Company has not received a claim for, or based upon, breach of product or service warranty or guaranty or similar claim, strict liability in tort, negligent design of product, negligent provision of services or any other allegation of liability, including or arising from the materials, design, testing, manufacture, packaging, labeling (including instructions for use), or sale of the Products or from the provision of services; and, to the Knowledge of the Company, there is no basis for any such claim.

Section 3.15 Labor Matters.

The Company is not a party to any collective bargaining agreement or labor contract. The Company has not engaged in any unfair labor practice with respect to any persons employed by or otherwise performing services primarily for the Company (the "Company Business Personnel"), and there is no unfair labor practice complaint or grievance against the Company or by any Person pursuant to the National Labor Relations Act or any comparable state agency or foreign Law pending or to the Company's Knowledge threatened in writing with respect to the Company Business Personnel.

Section 3.16 Intellectual Property.

(a) As used herein, the term "Intellectual Property" means all intellectual property rights arising under the Laws of the United States or any other jurisdiction with respect to the following: (i) trade names, trademarks and service marks (whether registered or unregistered), domain names, trade dress and similar rights and applications to register any of the foregoing (collectively, "Marks"); (ii) patents and patent applications and rights in respect of utility models or industrial designs (collectively, "Patents"); (iii) copyrights (whether registered or unregistered)

and registrations and applications therefor (collectively, "Copyrights"); and (iv) know-how, inventions, discoveries, prototypes, product designs, engineering drawings, methods, processes, techniques, methodologies, formulae, algorithms, technical data, specifications, research and development information, technology, data bases and other proprietary or confidential information, including customer lists, in each case that derives economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its disclosure, but excluding any Copyrights, Patents or Marks that cover or protect any of the foregoing (collectively, "Trade Secrets").

(b) Section 3.16(b)(1) of the Disclosure Schedule sets forth a true, correct and complete list of all registered Marks and applications for registration of Marks owned by the Company (collectively "Company Registered Marks"), Section 3.16(b)(2) of the Disclosure Schedule sets forth a true, correct and complete list of all Patents owned by the Company (collectively the "Company Patents") and Section 3.16(b)(3) of the Disclosure Schedule sets forth a true, correct and complete list of all registered Copyrights and all pending applications for registration of Copyrights owned by the Company (collectively the "Company Registered Copyrights" and, together with the Company Registered Marks and the Company Patents, the "Company Registered IP"). No Company Registered IP has been or is now involved in any interference, reissue, reexamination, opposition or cancellation proceeding and, to the Knowledge of the Company, no such action is or has been threatened with respect to any of the Company Registered IP. All Company Registered IP has been filed, registered or obtained in accordance with all applicable legal requirements and is currently in compliance with all legal requirements (including the timely post-registration filing of affidavits of use and incontestability and renewal applications) other than any requirement that, if not satisfied, would not result in a cancellation of any such Company Registered IP or otherwise materially affect the priority, validity and enforceability of such Company Registered IP. The Company Registered IP is valid, subsisting and enforceable, and no notice or claim challenging the validity or enforceability or alleging the misuse of any of the Company Registered IP has been received by the Company. The Company has not taken any action or failed to take any action that could reasonably be expected to result in the abandonment, cancellation, forfeiture, relinquishment, invalidation or unenforceability of any of the Company Registered IP. All filing, examination, issuance, post registration and maintenance fees, annuities and the like associated with or required with respect to any of the Company Registered IP have been timely paid.

(c) The Company has taken all commercially reasonable steps to protect its rights in the Intellectual Property owned by the Company and used by the Company in the conduct of the business or contemplated to be used in connection with the development, manufacture and sale of the Company's products that are under active development. At all times the Company has maintained the confidentiality of all of the Trade Secrets owned by the Company and used by the Company in the conduct of the business or contemplated to be used in connection with the development, manufacture and sale of the Company's products that are under active development, in a manner sufficient to maintain the Company's rights to such Trade Secrets. All current or former employees, consultants and contractors (other than its counsel) who have participated in the creation of any Intellectual Property that is used by the Company have entered into proprietary information, confidentiality and assignment agreements substantially in the Company's standard form or using another commercially reasonable form providing for confidentiality of, and assignment to, the Company of such Intellectual Property (which standard

form and any material variations previously have been provided to Buyer). To the Company's Knowledge, none of its employees, consultants or contractors are in violation of any such agreement.

(d) The Company owns exclusively all right, title and interest to the Company Registered IP and all other Intellectual Property used by the Company that is not licensed to the Company pursuant to a written license agreement, free and clear of any Lien or other adverse claims or interests, and the Company has not received any written notice or claim challenging the Company's ownership of any of such Intellectual Property. None of the Intellectual Property owned by the Company and used by the Company in the conduct of its business or contemplated to be used in connection with the development, manufacture and sale of the Company's products that are under active development is subject to any outstanding order, judgment, or stipulation restricting the use thereof by the Company. No loss, impairment or expiration (other than expiration of Company Patents due to the patent term ending) of any of the material Intellectual Property owned by the Company and used by the Company in the conduct of its business is pending, reasonably foreseeable or, to the Knowledge of the Company, threatened.

(e) Section 3.16(e)(1) of the Disclosure Schedule sets forth a true, correct and complete list of all agreements granting to the Company any right under or with respect to any Intellectual Property owned by a third party that is used in connection with the business of the Company, other than any commercially available standard software applications that are licensed for an aggregate license fee of no more than \$10,000 (collectively, the "Inbound License Agreements"), and other than implied licenses associated with goods purchased in commercial transactions, indicating for each the title and the parties thereto. Section 3.16(e)(2) of the Disclosure Schedule sets forth a true, correct and complete list of all license agreements under which the Company grants any rights under any Intellectual Property, excluding implied, non-exclusive licenses associated with the sale of products by the Company. Section 3.16(e)(3) of the Disclosure Schedule lists the general payment terms of any future royalty, license fee or other payments that may become payable by the Company under each such Inbound License Agreements by reason of the use or exploitation of the Intellectual Property licensed thereunder. There is no outstanding or, to the Company's Knowledge, threatened dispute or disagreement with respect to any Inbound License Agreement or any license agreements under which the Company grants any rights under any Intellectual Property (collectively, the "Outbound License Agreements") that could materially affect any of the respective rights and obligations of the parties thereunder. The execution, delivery and performance by the Company of this Agreement, and the consummation of the transactions contemplated hereby, will not result in the loss or impairment of, or give rise to any right of any third party to terminate or re-price or otherwise modify any of the Company's rights or obligations under any Inbound License Agreement or any Outbound License Agreement. The rights licensed under each Inbound License Agreement shall be exercisable by the Surviving Corporation on and after the Closing to the same extent as by the Company prior to the Closing. No loss, impairment or expiration of any Intellectual Property licensed under any Inbound License Agreement is to the Knowledge of the Company pending or threatened. The Company has not granted to any third party any exclusive rights under any Intellectual Property owned by the Company.

(f) The Intellectual Property owned by or validly licensed to the Company constitutes all the material Intellectual Property rights necessary for the conduct of the Company's business

as it is currently conducted (including the development, manufacture and sale of the Company's products that are under active development). Upon the Closing, the Surviving Corporation shall succeed to all of the Intellectual Property rights necessary for the conduct of the Company's business as it is contemplated to be conducted immediately prior to the Closing Date, and all of such rights shall be exercisable by the Surviving Corporation to the same extent as by the Company prior to the Closing.

(g) None of the products or services distributed, sold or offered by the Company or in the process of development, nor any technology, materials or Intellectual Property used, sold, distributed or otherwise commercially exploited by or for the Company, infringes upon, misappropriates or violates any Intellectual Property rights of any third party. The Company has not received any invitation to license, any cease and desist letter or any other notice or claim, whether written or oral, asserting or suggesting that any such infringement, misappropriation or violation, unfair competition or trade practices has occurred. To the Knowledge of the Company, no third party is misappropriating or infringing any Intellectual Property owned by the Company and used by the Company in the conduct of the business or contemplated to be used in connection with the development, manufacture and sale of the Company's products that are under active development, and no third party has made any unauthorized disclosure of any Trade Secrets of the Company used by the Company in the conduct of the business or contemplated to be used in connection with the development, manufacture and sale of the Company's products that are under active development.

(h) None of the products sold or offered by the Company, or in the process of development, include any embedded software.

(i) At no time during the conception of or reduction to practice of any Intellectual Property owned or developed by the Company and used by the Company in the conduct of the business or contemplated to be used in connection with the development, manufacture and sale of the Company's products that are under active development, was any developer, inventor or other contributor to such Intellectual Property operating under any grants from any Government Authority or private source, performing research sponsored by any Governmental Entity or private source or subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third party that could adversely affect the Company's rights in such Intellectual Property. There exist no inventions by current or former employees or consultants of the Company made or otherwise conceived prior to their beginning employment or consultation with the Company that have been or are expected to be incorporated into any of the Company's Intellectual Property or products, which have not been duly assigned or transferred to the Company.

Section 3.17 Accounts Receivable.

There are no accounts or notes receivable of the Company.

Section 3.18 Inventories.

All inventories of the Company consist of items of merchantable quality and quantity usable or saleable (free of any defect or deficiency) in the ordinary course of business, conform

Section 3.16(b)(2)

Intellectual Property

Company Patents

Title	Application No.	Patent No.
Blood Vessel Sealing System	U.S. Patent Application No. 07/817,587	Issued as U.S. Patent No. 6,056,768
Blood Vessel Sealing System	U.S. Patent Application No. 08/383,256	Issued as U.S. Patent No. 6,162,240
Blood Vessel Sealing System	U.S. Patent Application No. 09/656,643	Issued as U.S. Patent No. 6,699,261
Percutaneous Puncture Sealing Method	U.S. Patent Application No. 08/938,017	Issued as U.S. Patent No. 6,818,008
Blood Vessel Sealing System	U.S. Patent Application No. 10/791,196	Issued as U.S. Patent No. 7,331,981
Body Cavity Sealing System	U.S. Patent Application No. 12/002,425	
Method And System For Sealing Percutaneous Punctures	U.S. Patent Application No. 12/461,775	
Percutaneous Puncture Sealing System	U.S. Patent Application No. 12/813,242	
Percutaneous Puncture Sealing System	U.S. Patent Application No. 12/813,304	
Bioadhesive Applicator	U.S. Provisional Patent Application No. 61/334,051	
Method And System For Sealing Percutaneous Punctures	U.S. Provisional Patent Application No. 61/282,236	
Method And System For Sealing Percutaneous Punctures	PCT Application No. PCT/US09/54492	

IN WITNESS WHEREOF, Buyer, Sub and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized, the Securityholders have signed this Agreement, and the Securityholder Representative, in his capacity as such, has signed this Agreement, all as of the date first written above.

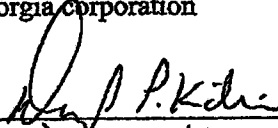
ST. JUDE MEDICAL, INC.,
a Minnesota corporation

By: _____
Name: _____
Title: _____

TUQUE MERGER CORPORATION,
a Georgia corporation

By: _____
Name: _____
Title: _____

SEALING SOLUTIONS, INC.,
a Georgia corporation

By:  _____
Name: DOUGLAS KILLIAN
Title: PRESIDENT

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

IN WITNESS WHEREOF, Buyer, Sub and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized, the Securityholders have signed this Agreement, and the Securityholder Representative, in his capacity as such, has signed this Agreement, all as of the date first written above.

ST. JUDE MEDICAL, INC.,
a Minnesota corporation

By: John C. Heinmiller
Name: John C. Heinmiller
Title: Executive Vice President and CFO

TUQUE MERGER CORPORATION,
a Georgia corporation

By: John C. Heinmiller
Name: John C. Heinmiller
Title: Vice President and Treasurer

SEALING SOLUTIONS, INC.,
a Georgia corporation

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]