

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/23/2010
CONVEYING PARTY DATA	
Name	Execution Date
Somanetics Corporation	09/30/2010
RECEIVING PARTY DATA	
Name:	Somanetics LLC
Street Address:	15 Hampshire Street
City:	Mansfield
State/Country:	MASSACHUSETTS
Postal Code:	02048
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13033568
CORRESPONDENCE DATA	
Fax Number:	(303)305-2224
Phone:	303-305-2400
Email:	ip.legal@covidien.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Nellcor Puritan Bennett LLC
Address Line 1:	6135 Gunbarrel Avenue
Address Line 4:	Boulder, COLORADO 80301
ATTORNEY DOCKET NUMBER:	H-RM-02285-01
NAME OF SUBMITTER:	Dave Schaumann
Total Attachments: 6 source=Somanetics Corp Merger into Somanetics LLC#page1.tif source=Somanetics Corp Merger into Somanetics LLC#page2.tif source=Somanetics Corp Merger into Somanetics LLC#page3.tif source=Somanetics Corp Merger into Somanetics LLC#page4.tif source=Somanetics Corp Merger into Somanetics LLC#page5.tif source=Somanetics Corp Merger into Somanetics LLC#page6.tif	

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AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger (this "Agreement") dated as of September 23, 2010, by and between Somanetics Corporation, a Michigan corporation (the "Company") and a direct wholly owned subsidiary of United States Surgical Corporation, a Delaware corporation ("USSC"), and Somanetics LLC, a Delaware limited liability company (the "LLC") the sole member and owner of all of the limited liability interests of which is USSC.

W I T N E S S E T H :

WHEREAS, the respective boards of directors of the Company and USSC have (i) determined that it is advisable and in the best interests of the Company and its sole stockholder, and of the LLC and its sole member, respectively, for the Company to merge with and into the LLC (the "Merger") in accordance with Section 736 of the Michigan Business Corporation Act (the "MBCA") and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and upon the terms and subject to the conditions set forth in this Agreement, with the LLC continuing as the surviving limited liability company in the Merger, and (ii) unanimously adopted this Agreement and approved the Merger;

WHEREAS, USSC, as the sole stockholder of the Company and as the sole member of the LLC, has adopted this Agreement and approved the Merger, in accordance with Sections 407 and 736 of the MBCA, and Section 18-209 of the DLLCA, respectively; and

WHEREAS, the parties to this Agreement intend that the Merger shall be treated for United States federal income tax purposes as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement constitute a "plan of reorganization" within the meaning of Section 368(a) of the Code;

NOW, THEREFORE, in consideration of the foregoing, and the representations and warranties and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger; Surviving Entity. Subject to the terms and conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.2 below), the Company shall be merged with and into the LLC pursuant to Section 736(2) of the

MBCA and Section 18-209 of the DLLCA, and the separate corporate existence of the Company shall cease. The LLC shall be the surviving entity in the Merger (the "Surviving LLC") and shall continue to be governed by the DLLCA. The name of the Surviving LLC shall be "Somanetics LLC."

1.2 Effective Time. The Merger shall become effective (the "Effective Time") upon filing of Certificates of Merger (the "Certificates of Merger") with respect to the Merger with the respective Secretary of State of the States of Michigan and Delaware, or at such later time as shall be specified in the Certificates of Merger. All other filings or recordings required by Michigan and Delaware law in connection with the Merger shall also be made.

1.3 Effects of the Merger.

(a) General Effects. The Merger shall have the effects set forth in Section 736(9) of the MBCA and Section 18-209 of the Delaware Limited Liability Company Act.

(b) Transfer, Conveyance and Assumption. At the Effective Time, the LLC shall continue in existence as the Surviving LLC and without further transfer, succeed to and possess all the rights, privileges and powers of the Company, and all the assets and property of whatever kind and character of the Company shall vest in the LLC without further act or deed. Thereafter, the LLC, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Company, and any claim or judgment against the Company may be enforced against the Company, as the Surviving LLC.

(c) Further Assurances. If at any time the LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of the Company, or otherwise, to carry out the provisions hereof, the proper representatives of the Company as of the Effective Time shall execute and deliver any and all proper deeds, assignments and assurances, and do all things necessary and proper to vest, perfect or convey title to such property or right in the Surviving LLC and otherwise to carry out the provisions hereof.

(d) Limited Liability Company Agreement. At the Effective Time, the Limited Liability Company Agreement of the LLC dated as of September 22, 2010 (the "LLC Agreement"), as in effect immediately prior to the Effective Time, shall be the Limited Liability Company Agreement of the Surviving LLC unless and until amended in accordance with its terms and applicable law.

(e) Management. From and after the Effective Time, the business and affairs of the Surviving LLC shall be managed in accordance with the LLC Agreement.

ARTICLE II

EFFECT OF MERGER ON COMPANY SHARES AND LLC INTERESTS

At the Effective Time, by virtue of the Merger and without any action on the part of the holders of any of the following securities:

2.1 Cancellation and Extinguishment of Company Shares. The one hundred (100) shares of common stock, par value \$0.01 per share, of the Company (the "Company Shares"), issued and outstanding immediately prior to the Effective Time, will automatically be cancelled and extinguished without payment of any consideration therefor, and the holder of certificates previously evidencing the Company Shares will cease to have any rights with respect to such Company Shares.

2.2 LLC Interests. The outstanding limited liability company interests of the LLC shall be unaffected by the Merger and shall remain the outstanding limited liability company interests of the Surviving LLC.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 LLC. The LLC represents and warrants to the Company as follows:

The LLC (i) is a limited liability company duly formed on September 22, 2010, validly existing and in good standing under the laws of the State of Delaware, and the sole member of the LLC is USSC, (ii) has the requisite limited liability company power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the Merger and (iii) has conducted no business, has no assets or liabilities and is not a party to or bound by any contract or agreement of any kind other than this Agreement. This Agreement has been duly executed and delivered on behalf of the LLC, has received all necessary authorization on the part of the LLC and is a legal, valid and binding obligation of the LLC, enforceable against the LLC in accordance with its terms. The execution and delivery of this Agreement by the LLC, the performance by the LLC of its obligations hereunder and the consummation by the LLC of the Merger will not violate any provision of the LLC's Certificate of Formation or of the LLC Agreement.

3.2 Company. The Company represents and warrants to the LLC as follows:

The Company (i) is duly organized, validly existing and in good standing under the laws of the State of Michigan, and all of the outstanding capital stock of the Company is owned directly of record by USSC and (ii) has the requisite corporate power and authority to conduct its business as currently conducted, and to enter into this Agreement, perform its obligations hereunder and consummate the Merger. This Agreement has been duly executed and delivered on behalf of the Company, has received all necessary authorization on the part of the Company and is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms. The execution and delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder and the consummation by the Company of the Merger will not (a) violate any provision of the Articles of Incorporation or Bylaws of the Company, (b) violate, conflict with or result in any breach of any of the terms, provisions or conditions of, or constitute a default or cause the acceleration of any obligation or liability under, any agreement or instrument to which the Company is a party or by which it or its assets may be bound, except as would not have a material adverse effect on the Company or its ability to consummate the Merger, or (c) violate any applicable federal or state law or regulation, or any applicable order, judgment, writ, award, injunction or decree of any court or governmental instrumentality.

ARTICLE IV

CONDITIONS TO THE MERGER

The respective obligations of the Company and the LLC to consummate the Merger shall be subject to compliance with or satisfaction of the following conditions:

4.1 Compliance. The representations and warranties of the Company (with respect to the obligation of the LLC to consummate the Merger), and of the LLC (with respect to the obligation of the Company to consummate the Merger) shall be true and correct in all material respects, and each party to this Agreement shall have complied in all material respects with all of the covenants and agreements of such party in this Agreement as of or prior to the Effective Time.

4.2 Consents Obtained. All necessary consents, waivers, approvals, authorizations or orders required to be obtained, and the making of all filings required to be made, by any party hereto for the authorization, execution and delivery, and performance of this Agreement by such party, and the consummation by the Company and the LLC of the Merger, on or before (and to remain in effect at) the Effective Time, shall have been obtained or made.

ARTICLE V

TERMINATION; AMENDMENT; WAIVER

5.1 Termination. This Agreement may be terminated and the Merger abandoned at any time prior to the filing of the Certificates of Merger with the Secretary of States of the State of each of Delaware and Michigan, by mutual consent of the Company and the LLC.

5.2 Effect of Termination. If this Agreement is terminated pursuant to Section 5.1, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

5.3 Amendment. The parties hereto may, by written agreement, amend this Agreement at any time prior to the filing of the Certificates of Merger with the respective Secretary of State of the States of Delaware and Michigan.

5.4 Waiver. At any time prior to the Effective Time, any party to this Agreement may extend the time for the performance of any of the obligations or other acts of any other party hereto, or waive compliance with any of the agreements of any other party or with any condition to the obligations hereunder, in each case only to the extent that such obligations, agreements and conditions are intended for its benefit. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any party, and no course of dealing between the parties, shall constitute a waiver of any such right, power or remedy.

ARTICLE VI

MISCELLANEOUS


6.1 Counterparts. This Agreement may be executed in two or more counterparts, and by facsimile, each of which shall constitute an original, but all of which together shall constitute a single agreement.

6.2 Governing Law. Except to the extent the MBCA is applicable to the Merger, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement
of Merger to be duly executed as of the date first written above.

SOMANETICS CORPORATION

By: 
Name: Matthew J. Nicolella
Title: Vice President and Assistant Secretary

SOMANETICS LLC

By: United States Surgical Corporation,
its Sole Member

By: 
Name: Matthew J. Nicolella
Title: Vice President and Assistant Secretary

[Signature Page to Agreement of Merger]

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RECORDED: 02/15/2012

PATENT
REEL: 027710 FRAME: 0929