

06-06-2002



102112921

5-31-02

To the Honorable Commissioner

and the attached original documents or copy hereof.

1. Name of conveying party(ies):
Critikon Company, L.L.C.
4110 George Road
Tampa, Florida 33634

Name and address of receiving party:
Name: GE Medical Systems Information Technologies, Inc.
Internal Address: 8200 West Tower Avenue
Street Address:
City: Milwaukee State: WI Zip: 53223

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State: Wisconsin
- Other

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & addresses attached?
 Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 26, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) B. Trademark Registration No.(s)
SEE SCHEDULE A, ATTACHED

2444410

Additional Numbers attached? Yes No

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

Name: John J. Devenny
Internal Address: General Electric Company
Street Address: 3135 Easton Turnpike
City: Fairfield State: CT Zip: 06431

6. Total number of applications and registration involved:.....21

7. Total fee (37 CFR 3.41) \$ 540
 Enclosed
 Authorized to be charged to deposit account
(Authorized to charge any additional fees)

8. Deposit account number: 070875
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

1. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing John J. Devenny

Signature

Date: May 31, 2002

Total number of pages comprising cover sheet: 2

OFFICE OF RECORDS
MAY 31 AM 7:30
FINANCE SECTION

SCHEDULE A

Marks to be assigned from Critikon Company L.L.C. To GE Medical Systems Information Technologies, Inc.

Serial No:(s)

75806920
75806684

Registration No: (s)

2444410	2505153
2398723	1486050
1415708	1285923
2182432	1337749
2427545	2107791
2377433	1076348
2169657	1266244
1304884	2157068
1525442	1156250
	2169658

~~03/29/2002~~
~~102037310~~

Please record the attached original documents or

To the Honorable Commr

1. Name of conveying party(ies):
 Critikon Company, L.L.C.
 4110 George Road
 Tampa, Florida 33634

3-14-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other

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

2. Name and address of receiving party:

Name: GE Medical Systems Information Technologies, Inc.
 Internal Address: 8200 West Tower Avenue
 Street Address:
 City: Milwaukee State: WI Zip: 53223

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State: Wisconsin
 Other

If assignee is not domiciled in the United States,
 a domestic representative designation is attached:
 Yes No
 (Designations must be a separate document from
 Assignment)
 Additional name(s) & addresses attached?
 Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: ✓

4. Application number(s) or registration number(s): 2444410

A. Trademark Application No.(s) B. Trademark Registration No.(s).

SEE SCHEDULE A, ATTACHED

Additional Numbers attached? Yes No

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

Name: John J. Devenny

Internal Address: General Electric Company
 Street Address: 3135 Easton Turnpike
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6. Total number of applications and registration involved:..... 21

7. Total fee (37 CFR 3.41) \$ 540

Enclosed
 Authorized to be charged to deposit account (Authorized to charge any additional fees)

8. Deposit account number:
070875

(Attach duplicate copy of this page if paying by

03/28/2002 DBYRNE 00000225 070875 2444410
 01 FC:481 40.00 CH
 02 FC:482 500.00 CH

deposit account)

DO NOT USE THIS SPACE

1. Statement and signature.

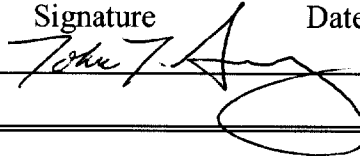
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing John J. Devenny

Signature

Date: March 14, 2002

Total number of pages comprising cover sheet: 3



OMB No. 0651-0011

Assignment Form

SCHEDULE A

Marks to be assigned from Critikon Company L.L.C. To GE Medical Systems Information Technologies, Inc.

Serial No:(s)

75806920

75806684

Registration No: (s)

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2107791

1076348

1266244

2157068

1156250

2169658

CRITIKON COMPANY, L.L.C.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT (this "Agreement") is made as of October 26, 2000, by and among Critikon Company, L.L.C., a Delaware limited liability company (the "Company"), GE Medical Systems Information Technologies, Inc., a Wisconsin corporation ("Buyer"), and Gator Acquisition L.L.C., a Delaware limited liability company and wholly-owned subsidiary of Buyer ("Acquisition").

The boards of directors of the Company, Buyer and Acquisition deem advisable and in the best interests of their respective securityholders and stockholders the merger of Acquisition with and into the Company (the "Merger") upon the terms and conditions set forth in this Agreement and in accordance with the Delaware Limited Liability Company Act (the "Delaware Act"). Acquisition and the Company are hereinafter sometimes referred to collectively as the "Constituent Companies."

The authorized equity securities of the Company consist of 19,000 Preferred Units (the "Preferred Units"), 12,500 of which are issued and outstanding; 89,410.28 Class A Common Units (the "Class A Common Units"), 89,410.28 of which are issued and outstanding; 28,536.75 Class B Common Units (the "Class B Common Units"), 27,392.181 of which are issued and outstanding; and 5,944.84 Class C Common Units, (the "Class C Common Units"), 5,944.84 of which are issued and outstanding. The Preferred Units, the Class A Common Units, the Class B Common Units, and the Class C Common Units are collectively referred to herein as the "Units." The Class A Common Units, the Class B Common Units, and the Class C Common Units are collectively referred to herein as the "Common Units."

The authorized equity securities of Acquisition consists of 100 common units (the "Acquisition Common Units"), all of which are issued and outstanding and owned by Buyer.

The parties hereto agree as follows:

ARTICLE I

THE MERGER

1A. The Merger. On and subject to the terms and conditions contained herein, at the Effective Time (as defined in Section 1B), Acquisition shall be merged with and into the Company, with the Company being the surviving limited liability company in the Merger (the "Surviving Company").

1B. Consummation of the Merger. As soon as practical after the due satisfaction or waiver of all conditions set forth in Article V hereof and the consummation of the Closing under Section 4C, but in any event no later than the Effective Time, the parties hereto shall cause a certificate of merger to be filed with the Secretary of State of the State of Delaware, in such form as

required by, and executed in accordance with, the relevant provisions of the Delaware Act (the "Certificate of Merger"), and the Merger shall be effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware (the "Effective Time").

1C. Effect of the Merger The Merger shall have the effect as provided in the Delaware Act, and upon the effectiveness of the Merger, (i) the separate existence of Acquisition shall cease (except as may be continued by operation of law), (ii) the Surviving Company shall possess all of the rights, privileges, powers and franchises of each of the Constituent Companies, and all property (real, personal and mixed) and all debts due to any of the Constituent Companies in whatever amount, as well as all other things in action or belonging to each of the Constituent Companies, shall be vested in the Surviving Company, (iii) all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter as effectively the property of the Surviving Company as they were of the Constituent Companies, and the title to any real estate vested by deed or otherwise in any of the Constituent Companies shall not revert or be in any way impaired by reason of the Merger and (iv) all rights of creditors and all liens upon any property of any of the Constituent Companies shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Companies shall hence forth attach to the Surviving Company and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

1D. Further Assurances. If at any time after the Effective Time the Surviving Company shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to any property or right of the Constituent Companies acquired or to be acquired by reason of, or as a result of, the Merger or to otherwise carry out the purposes of this Agreement or effect the Merger, the Surviving Company and its officers and directors shall execute and deliver all such property, deeds, assignments and assurances in law and do all acts necessary, desirable or proper to vest, perfect or confirm title to such property or right in the Surviving Company, and the officers and directors of the Constituent Companies and the officers and directors of the Surviving Company are fully authorized in the name of the Constituent Companies or otherwise to take any and all such action.

1E. Escrow Agent. On the date of the Closing (the "Closing Date"), the Company and Buyer shall enter into an Escrow Agreement, substantially in the form attached hereto as Exhibit K (the "Escrow Agreement"), with American National Bank and Trust Company of Chicago, as escrow agent (the "Escrow Agent"), and the Owners' Representatives, and Buyer shall deposit the Escrow Amount (defined Section 3C below) in immediately available funds with the Escrow Agent pursuant to the Escrow Agreement. Each holder of Common Units immediately prior to the Effective Time shall be entitled to a pro rata interest in the Escrow Amount based upon the number of Common Units held by such person or entity, subject to the terms of the Escrow Agreement. The amount of cash held by the Escrow Agent pursuant to the Escrow Agreement from time to time shall be sometimes referred to herein as the "Escrow Funds."

ARTICLE II

THE SURVIVING ENTITY

2A. Certificate of Formation. The Certificate of Formation of the Company, as in effect immediately prior to the Effective Time, shall be restated as set forth in Exhibit A hereto at the Effective Time and shall be the Certificate of Formation of the Surviving Company until amended or repealed in accordance with the terms thereof and applicable law.

2B. Operating Agreement. The Second Amended and Restated Limited Liability Company Agreement of the Company (as amended from time to time, the "Operating Agreement"), as in effect at the Effective Time, shall be the Operating Agreement of the Surviving Company until amended or repealed in accordance with the provisions thereof, the Certificate of Formation of the Surviving Company and applicable law.

2C. Directors. The directors of Acquisition, as of the Effective Time, shall be the directors of the Surviving Company until their respective successors are duly elected and qualified in the manner provided in the Certificate of Formation and Operating Agreement of the Surviving Company or until their earlier resignation or removal or as otherwise provided by law.

2D. Officers. The officers of Acquisition, as of the Effective Time, shall be the officers of the Surviving Company until their successors are duly elected and qualified in the manner provided in the Certificate of Formation and Operating Agreement of the Surviving Company or until their earlier resignation or removal or as otherwise provided by law.

ARTICLE III

REDEMPTION OF PREFERRED UNITS; CONVERSION OF COMMON UNITS

3A. Redemption of Preferred Units. As of the Effective Time, the Company shall redeem each of the issued and outstanding Preferred Units of the Company in accordance with the Company's Operating Agreement. Each holder of a Preferred Unit shall receive in respect of such Preferred Unit the sum of the amount of the Unpaid Yield and Unreturned Capital (each as defined in the Company's Operating Agreement) as of the Effective Time.

3B. Conversion of Units. As of the Effective Time, by virtue of the Merger and without any further action on the part of the Company or any holder of any of the following equity securities:

(l) any partnership, joint venture or other similar arrangement or agreement involving a sharing of profits or losses; or

(m) other material agreement entered into outside the ordinary course of business.

(ii) Schedule 7K contains a copy of the standard express warranty or warranties given or offered by the Company in the ordinary course of business prior to the date hereof covering any class or group of products sold or distributed by the Company and a summary of any non-standard express warranties covering any material product sold or distributed by the Company, in each case which warranty is in effect on the date hereof or will be in effect on the Closing Date.

(iii) Except as specifically disclosed in Schedule 7I, 7K or 7O attached hereto, (a) each of the leases, contracts and other agreements listed in the Schedules hereto (collectively, the "Company Agreements") constitutes a valid and binding obligation of the Company or a Subsidiary, as the case may be, and, to the knowledge of the Company, a valid and binding obligation of the other parties thereto, and each of the Company Agreements is in full force and effect; (b) to the Company's knowledge, no Company Agreement has been breached in any material respect by the other party, (c) the Company has performed all material obligations under each of the Company Agreements, (d) the Company is not in receipt of any written claim of breach or default under any Company Agreement; and (e) no event has occurred and no condition or state of facts exists which, with the passage of time or the giving of notice or both, would constitute such a default or breach by the Company or, to the knowledge of the Company, by any such other party. The Company is not currently renegotiating any Company Agreements or paying liquidated damages in lieu of performance thereunder. Complete and correct copies of each of the Company Agreements have heretofore been delivered or made available to Buyer.

7L. Company Intellectual Property. "Company Intellectual Property" means all United States and foreign trademarks, trademark registrations, trademark rights and renewals thereof, trade names, trade name rights, trade dress, patents, patent rights, patent applications, industrial models, inventions, invention disclosures, author's rights, designs, utility models, inventor rights, software, copyrights, copyright registrations and renewals thereof, service marks, service mark registrations and renewals thereof, service mark rights, trade secrets, applications for trademark and service mark registrations, know-how, data, confidential information and other proprietary rights, and any data and information of any nature or form used or held for use in connection with the businesses of the Company as currently conducted or Currently Contemplated, together with all applications currently pending or in process for any of the foregoing. The term "Currently Contemplated," as used in this Section 7L, shall refer to the Company's business concerning the following products and features as they exist as of the Closing Date: i) the Pro 1000 Monitor, ii) the Dinamap ASAP algorithm, iii) the Dinamap SuperSTAT algorithm, iv) the Self-Appling CUFF, v) the Semi-Reusable CUFF and vi) the NIBP algorithm with Artifact Rejection using ECG and Pulse Oximetry. The Company owns, or possesses adequate licenses or other valid rights to use (including the right to sublicense to customers, suppliers or others as needed), all of the Company

Intellectual Property that is necessary for continuing to conduct the Company's business as presently conducted and as Currently Contemplated. Schedule 7L lists each license or other agreement pursuant to which the Company has the right to use Company Intellectual Property utilized in connection with products of, or services provided by, the Company (the "Company Licenses"). Except as set forth on Schedule 7L, there are no pending, or to the knowledge of the Company, threatened litigation, interferences, re-examinations, oppositions or cancellation proceedings involving any Company Intellectual Property that would reasonably be expected to have a Material Adverse Effect. There is no breach or violation by the Company under, and, to the knowledge of the Company, there is no breach or violation by any other party to, any Company License that is reasonably likely to give rise to any termination or any loss of rights thereunder. There has been no unauthorized disclosure or use of confidential information, trade secret rights, processes and formulas, research and development results and other know-how of the Company, the value of which to the Company is dependent upon the maintenance of the confidentiality thereof, that would reasonably be expected to have a Material Adverse Effect on the Company's business. To the knowledge of the Company, the conduct of the business of the Company as conducted in the past, as currently conducted, and Currently Contemplated, did not, does not and will not, infringe upon or conflict with any patent, patent right, or industrial model right of any third party. The conduct of the business of the Company as conducted in the past, as currently conducted, and Currently Contemplated, did not, does not, and will not infringe upon or conflict with any trademark, trademark right, trade name, trade name right, service mark, service mark right, copyright, or trade secret rights of any third party. Except as disclosed on Schedule 7L, there are no infringements of, or conflicts with, any Company Intellectual Property that would reasonably be expected to have a Material Adverse Effect on the Company's business. All references to the "knowledge of the Company" as used in this Section 7L shall be deemed to refer only to the actual knowledge, after reasonable inquiry, of (i) the individuals set forth in Section 11H hereto and (ii) Bruce Friedman and Brian Matye.

7M. Litigation. Except as set forth on Schedule 7M attached hereto, there are no actions, suits, proceedings or orders pending or, to the Company's knowledge, threatened against the Company at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

7N. Brokerage. Except for fees and expenses payable to Merrill Lynch & Co., Inc., there are no claims for brokerage commissions, finders fees, expenses or similar compensation in connection with the Merger or the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of the Company.

7O. Employee Benefit Plans.

(i) Schedule 7O attached hereto contains a complete list of each Employee Benefit Plan that any of the Company and its Subsidiaries maintains or to which any of the Company and its Subsidiaries contributes or has any obligation to contribute or otherwise has any liability. For purposes of this Section 7O, "Employee Benefit Plan" means any (a) nonqualified deferred

SCHEDULE 7L

COMPANY INTELLECTUAL PROPERTY

OEM Supply Agreement, dated September 1997, between the Company and Disetronic.

Purchase Agreement, dated June 13, 1996, between Novamatrix Medical Systems Inc. and the Company.

Supply Agreement, dated May 18, 1990, between Ohmeda Anesthesia Systems and the Company.

License and Purchase Agreement, dated January 1, 1999, between ALARIS Medical Systems, Inc. and the Company.

Nonexclusive License Agreement dated September 18, 1992, between Baxter Healthcare Corporation and the Company.

License Agreement, dated November 22, 1983, between Hewlett-Packard Company and the Company.

Software License Agreement, dated February 24, 1998, between Integrated Systems, Inc. and the Company.

Agreement, dated June 15, 1995, between Microcor, Inc. and the Company.

Patent License Agreement, dated November 3, 1998, between N.A.D., Inc. and the Company.

Oximetry Agreement, dated July 29, 1992 between SensorMedics Corporation and the Company.

Gas Detector Agreement, dated August 11, 1992, between SensorMedics Corporation and the Company.

Agreement, dated March 28, 1983, between University of Utah Research Foundation and the Company.

Development and License Agreement, dated November 14, 1988, between Mark Yelderian and the Company.

License Agreement, dated March 12, 1984, between Harold Mandroian and the Company.

Fixed Price Research Agreement, dated June 1, 1997, between the University of South Florida and the Company.

Agreement, dated April 1, 1987, between Chemist and the Company.

Agreement, dated December 31, 1989, between Dr. Raymond Glocker, Institute fuer Medizintechnik and the Company.

Agreement, dated November 13, 1984, between Hewlett Packard Products Division and the Company.

License Agreement dated March 25, 1998, between Nihon Kohden Corporation and the Company.

License Agreement, dated June 22, 1987, between Siemens Medical Systems, Inc. and the Company.

Agreement, dated December 12, 1990, between Chemfet, Incorporated and the Company.

Agreement, dated August 15, 1995, between Wishard Memorial Hospital and Company.

License Agreement, dated January 26, 2000, between GE Marquette Medical Systems, Inc. and the Company.

License Agreement, dated January 14, 1999, between Telemedic Systems, Inc. and the Company.

AlarmView Agreement, dated March 22, 2000, between Data Critical Corporation and the Company.

Non-exclusive Distributor Agreement entered December 22, 1997, between J & J Medical, Inc. and Nellcor Puritan Bennett Inc.

Pulse Oximeter Module OEM Agreement entered June 11, 1993 between Critikon, Inc. and Nellcor Inc.

First Amendment to Pulse Oximeter Module OEM Agreement effective August 16, 1994, between Critikon, Inc. and Nellcor, Inc.

Second Amendment to Pulse Oximeter Module OEM Agreement effective in 1998, between Critikon, Inc. and Nellcor, Inc.

Program Agreement effective February 27, 1997, between Critikon, Inc. and Nellcor, Inc.

Program Agreement effective April 1, 1995, between Critikon, Inc. and Nellcor, Inc.

Distribution Agreement entered September 1, 1995, between Critikon, Inc. and Nellcor, Inc.

Purchase Agreement for Bulk Cable entered February 26, 1997, between Critikon, Inc. and Nellcor, Inc.

License and Purchase Agreement entered January 1, 1999 between Critikon Company L.L.C. and

ALARIS Medical Systems, Inc.

License Agreement entered on or about February 1995 between J & J Medical, Inc. and Hewlett-Packard Company and Hewlett-Packard GmbH.

Assignment, dated August 16, 1982, between Crest Tool Corporation and the Company.

License Agreement, dated September 27, 1982, between Bifok and the Company.

OEM Supply Agreement, dated September 1997, between the Company and Discronic.

Purchase Agreement, dated June 13, 1996, between Novamatrix Medical Systems Inc. and the Company.

Supply Agreement, dated May 18, 1990, between Ohmeda Anesthesia Systems and the Company.

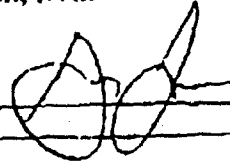
License and Purchase Agreement, dated January 1, 1999, between ALARIS Medical Systems, Inc. and the Company.

On August 31, 1993, Critikon (then part of Johnson & Johnson) sent a letter to SpaceLabs Medical indicating its belief that their NIBP monitors used technology that fell under Critikon's patent 4,360,029. SpaceLabs responded on October 11, 1993, indicating reasons why they felt they did not infringe our patent. No further action was taken.

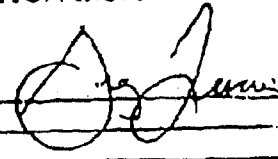
On September 3, 1993, a similar letter was sent to Protocol Systems. They responded on September 15, 1993, indicating that Critikon's patents did not apply to their systems. No further action was taken.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

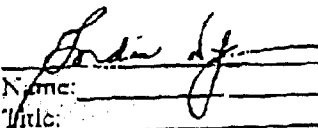
GE MEDICAL SYSTEMS INFORMATION TECHNOLOGIES, INC.

By: 
Name: _____
Title: _____

GATOR ACQUISITION L.L.C.

By: 
Name: _____
Title: _____

CRITIKON COMPANY, L.L.C.

By: 
Name: _____
Title: _____