

04-01-2003

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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Visualization Technology, Inc.

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

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

3. Nature of conveyance:

- ☐ Assignment ☒ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: February 12, 2002

2. Name and address of receiving party(ies)

Name: General Electric Company

Internal

Address: _____

Street Address: 1 River Road

City: Schenectady State: NY Zip: 12345

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ 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) & address(es) attached? ☐ Yes ☐ No

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

A. Trademark Application No.(s)

75/716,891

76/109,462

B. Trademark Registration No.(s)

2,039,423 2,580,050

2,535,921

Additional number(s) attached ☐ Yes ☐ No

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

Name: Catherine Mennenga

Internal Address: W3C2

Street Address: 3135 Easton Turnpike

City: Buffalo State: NY Zip: 06828

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41)..... \$140.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

070875

(Attach duplicate copy of this page if paying by deposit account)

9. Signature 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.

Catherine Mennenga

Name of Person Signing

Catherine Mennenga
Signature

March 31, 2003

Date

Total number of pages, including cover sheet, attachments, and document

28

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002702 FRAME: 0631

04/01/2003 DBYRNE 00000171 070875 75716891

01 FC:0521
02 FC:0522

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DO NOT USE THIS SPACE

COMPANY LETTER
OF VISUALIZATION TECHNOLOGY, INC.
PURSUANT TO AN
AGREEMENT AND PLAN OF MERGER ("Agreement")

AMONG
GENERAL ELECTRIC COMPANY ("Parent"),
EMERALD MERGER CORPORATION ("Emerald"),
VISUALIZATION TECHNOLOGY, INC. (the "Company"),
AND THE COMPANY STOCKHOLDERS NAMED THEREIN

This Company Letter is delivered by the Company pursuant to Section 3 of the Agreement. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement. Except as otherwise specified herein, all references to section numbers are to section numbers in the Agreement. The Company has delivered to representatives of the Parent copies of or access to each reference.

IN WITNESS WHEREOF, the Company has caused this Company Letter to be delivered to the Parent pursuant to the terms of the Agreement this 12th day of February 2002.

VISUALIZATION TECHNOLOGY, INC.

By: 

Name: Maurice Ferre

Title: Chief Executive Officer & President

RECEIPT OF THE FOREGOING IS HEREBY ACKNOWLEDGED THIS 12th DAY OF
FEBRUARY 2002.

GENERAL ELECTRIC COMPANY

By: _____

Name: _____

Title: _____

COMPANY LETTER
OF VISUALIZATION TECHNOLOGY, INC.
PURSUANT TO AN
AGREEMENT AND PLAN OF MERGER ("Agreement")
AMONG
GENERAL ELECTRIC COMPANY ("Parent"),
EMERALD MERGER CORPORATION ("Emerald"),
AND
VISUALIZATION TECHNOLOGY, INC. (the "Company")

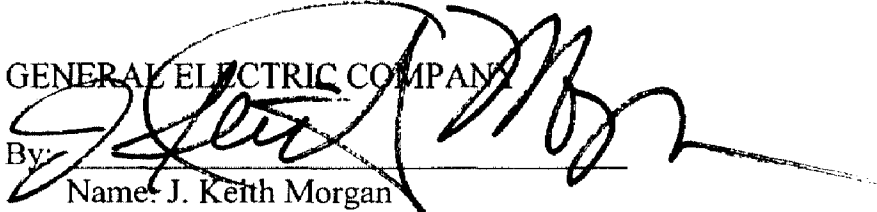
This Company Letter is delivered by the Company pursuant to Section 3 of the Agreement. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement. Except as otherwise specified herein, all references to section numbers are to section numbers in the Agreement. The Company has delivered to representatives of the Parent copies of or access to each reference.

IN WITNESS WHEREOF, the Company has caused this Company Letter to be delivered to the Parent pursuant to the terms of the Agreement this 12th day of February 2002.

VISUALIZATION TECHNOLOGY, INC.

By: _____
Name: Maurice Ferre
Title: Chief Executive Officer & President

RECEIPT OF THE FOREGOING IS HEREBY ACKNOWLEDGED THIS 12th DAY OF
FEBRUARY 2002.

GENERAL ELECTRIC COMPANY
By: 
Name: J. Keith Morgan
Title: Vice President and General Counsel,
GE Medical Systems

Visualization Technology, Inc.
Agreement and Plan of Merger Disclosures

Automatic Registration System for Use with Position Tracking and Imaging System for Use in Medical Applications, U.S. Patent No. 5,873,822 issued February 23, 1999.

Position Tracking and Imaging System for Use in Medical Applications, U.S. Patent No. 5,967,980 issued October 19, 1999.

Trademarks

Mark: INSTATRAK, U.S. Ser. No. 74/665,459, Filed on April 25, 1995.

Pending Mark: FLUOROTRAK. U.S. Ser. No. 75716891, Filed on May 26, 1999.

Pending Mark: FT. U.S. Ser. No. 76109925, Filed on August 15, 2000.

Pending Mark: FLUOROCAT. U.S. Ser. No. 76109871, Filed on August 15, 2000.

Pending Mark: FLUOROTOMOGRAPHY. U.S. Ser. No. 76109462, Filed on August 15, 2000.

Pending Mark: CONNECTSTAT. U.S. Ser. No. 76096054, Filed on July 25, 2000.

Third Party Patents:

For each of the following patents identified by the Company (the "Identified Patents"), the Company believes that either (a) it and its products do not infringe the Identified Patent, (b) it can manufacture its product and modify previously manufactured products so that such products do not infringe the Identified Patent, and/or (c) the Identified Patent is invalid.

U.S. Patent 5,483,961 assigned to Compass.

U.S. Patent 5,515,160 assigned to Aesculap.

U.S. Patent 5,980,535 assigned to Picker International.

U.S. Patent 6,064,904 assigned to Picker International.

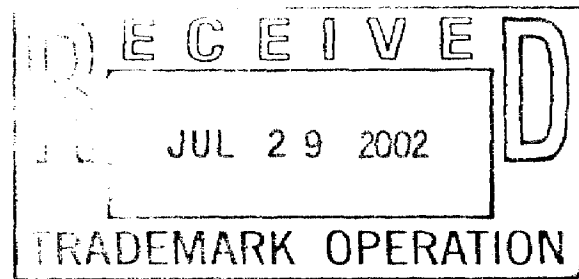
U.S. Patent 6,069,932 assigned to Northwestern U.

U.S. Patent 6,198,794 assigned to Northwestern U.

U.S. Patent 6,118,845 (Simon, et al.)

Section 3.18 - Required Vote of the Company Stockholders

The Stockholders' Agreement would have required the waiver of certain stockholders prior to the Merger, but such waiver shall not be required as the Stockholders' Agreement is being terminated by Section 6.4 of the Agreement in accordance with Section 8.3 of the Stockholders' Agreement.



AGREEMENT AND PLAN OF MERGER

AMONG

GENERAL ELECTRIC COMPANY,

EMERALD MERGER CORPORATION,

VISUALIZATION TECHNOLOGY, INC.

**AND THE VISUALIZATION TECHNOLOGY, INC.
STOCKHOLDERS NAMED HEREIN**

Dated as of February 12, 2002

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anticipated future events, conditions, circumstances, activities, practices, incidents, actions or plans of the Company or any of its Subsidiaries that may interfere with or prevent compliance or continued compliance with applicable Worker Safety Laws.

Section 3.14 Liabilities; Products.

(a) Except as fully reflected or reserved against in the Financial Statements or disclosed in the footnotes thereto, or as disclosed in Section 3.14(a) of the Company Letter, the Company and its Subsidiaries had no liabilities (including Tax liabilities) at the Company Balance Sheet Date, absolute or contingent, and had no liabilities (including Tax liabilities) that were not incurred in the ordinary course of business.

(b) Neither the Company nor any of its Subsidiaries has 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 its products or from the provision of services; and there is no basis for any such claim.

(c) The Company has provided in Section 3.14(c) of the Company Letter a schedule of products in development. The product and service engineering, development, manufacturing and quality control processes which have been and are being followed by the Company and its Subsidiaries are reasonably designed to produce products and services which (i) are consistent with the claims made about them in the sales brochures of the Company and its Subsidiaries, (ii) comply with applicable regulatory requirements and (iii) avoid claims of the type described in Section 3.14(b). Section 3.14(c) of the Company Letter contains a list of the countries in which the Company's products have received or are in the process of receiving regulatory clearance.

Section 3.15 Labor Matters. No officer or key employee has advised the Company orally or in writing) that he or she intends to terminate employment with the Company. Neither the Company nor any of its Subsidiaries is a party to any collective bargaining agreement or labor contract. Neither the Company nor any of its Subsidiaries has engaged in any unfair labor practice with respect to any persons employed by or otherwise performing services primarily for the Company or any of its Subsidiaries (the "Company Business Personnel"), and there is no unfair labor practice complaint or grievance against the Company or any of its Subsidiaries by any person pursuant to the National Labor Relations Act or any comparable state agency or foreign law pending or threatened in writing with respect to the Company Business Personnel. There is no labor strike, dispute, slowdown or stoppage pending or, to the Knowledge of the Company, threatened against or affecting the Company or any of its Subsidiaries that may interfere with the business activities of the Company and its Subsidiaries.

Section 3.16 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, 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, 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 as currently contemplated by the Company, together with all applications currently pending or in process for any of the foregoing. The Company and its Subsidiaries own, or possess 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 the conduct or, as set forth in the Company's business plan presented to Parent on January 3, 2002 (the "Business Plan"), the contemplated conduct of the businesses of the Company and its Subsidiaries. Section 3.16 of the Company Letter lists each registered (or registration pending) item of Company Intellectual Property and each license or other agreement pursuant to which the Company or any of its Subsidiaries has the right to use Company Intellectual Property utilized in connection with any product of, or service provided by, the Company (the "Company Licenses"). There are no pending, and between the date hereof and the Effective Time, there shall not be any pending, or to the Knowledge of the Company, threatened interferences, re-examinations, oppositions or cancellation proceedings or other actions, suits, labor, disputes or other litigation involving any Company Intellectual Property, except such as may be commenced by Parent or any Subsidiary of Parent. There is no breach or violation by the Company or any of its Subsidiaries under, and 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 any Company Intellectual Property, the value of which to the Company and its Subsidiaries is dependent upon the maintenance of the confidentiality thereof. The conduct of the business of the Company and its Subsidiaries as conducted in the past or as currently conducted or contemplated the Business Plan in connection with the introduction of planned new products and services set forth in the Business Plan did not, and does not infringe upon or conflict with, in any way, any license, 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, know-how, data, confidential information and other proprietary rights of any third party, or any application of any third party currently pending or in process for any of the foregoing. The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, result in any violation of, or default (with or without notice or lapse of time, or both) under, or give to others a right of termination, cancellation or acceleration of any obligation or result in the loss of a benefit under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the Company Intellectual Property under, any provision of any agreement, instrument or license governing any of the Company Intellectual Property, and will not impair the rights of Parent and Surviving Corporation (or any affiliates) to use, sell, license, dispose of, or bring a suit for infringement of the Company Intellectual Property. Except as set forth in Section 3.16 of the Company Letter, there are no infringements of, or conflicts with, any Company Intellectual Property. Except as set forth in Section 3.16 of the Company Letter, neither the Company nor any of its Subsidiaries has licensed or otherwise permitted the use by any third party of any proprietary information or

other Company Intellectual Property. Each officer, consultant or key employee of the Company or any of its Subsidiaries has entered into a Non-Competition and Non-Disclosure Agreement as set forth Section 3.16 of the Company Letter, and such agreements are in full force and effect.

Section 3.17 State Takeover Statutes. The Board of Directors of the Company has, to the extent such statute is applicable, taken all action (including appropriate approvals of the Board of Directors of the Company) necessary to render any applicable anti-takeover provisions of the DGCL inapplicable to the Merger, this Agreement, and the transactions contemplated hereby. No other state takeover statute or similar charter or bylaw provisions is applicable to the Merger, this Agreement, and the transactions contemplated hereby.

Section 3.18 Required Vote of Company Stockholders. The affirmative vote of the holders of a majority of the outstanding shares of the Company Capital Stock is required to adopt this Agreement. Except as set forth in Section 3.18 of the Company Letter, no other vote of the security holders of the Company, including without limitation the holders of Preferred Stock, is required by law, the Company Certificate of Incorporation or the By-laws of the Company or otherwise in order for the Company to consummate the Merger and the transactions contemplated hereby.

Section 3.19 Reserved.

Section 3.20 Accounts Receivable. All of the accounts and notes receivable of the Company and its Subsidiaries set forth on the books and records of the Company (net of the applicable reserves reflected on the books and records of the Company and in the Financial Statements) (i) represent sales actually made or transactions actually effected in the ordinary course of business for goods or services delivered or rendered to unaffiliated customers in bona fide arm's length transactions, (ii) constitute valid claims, and (iii) are good and collectible at the aggregate recorded amounts thereof (net of such reserves) and are not subject to any valid recourse, defense, deduction, return of goods, counterclaim, or offset.

Section 3.21 Inventories. Except as set forth in Section 3.21 of the Company Letter, all inventories of the Company and its Subsidiaries consist of items of merchantable quality and quantity usable (in the case of raw materials or work in progress) or saleable (in the case of finished goods) in the ordinary course of business, are saleable at prevailing market prices that are not less than the book value amounts thereof or the price customarily charged by the Company therefor, conform to the specifications established therefor, and have been manufactured in accordance with applicable regulatory requirements. Except as set forth in Section 3.21 of the Company Letter, the quantities of all inventories, materials, and supplies of the Company and its Subsidiaries (net of the obsolescence reserves therefor shown in the Financial Statements and determined in the ordinary course of business consistent with past practice) are not obsolete, damaged, slow-moving, defective, or excessive, and are reasonable and balanced in the circumstances of the Company and its Subsidiaries.

FEB. 7. 2002 6:26PM

GEMS GLOBAL BD 2625443930

NO. 7692 P. 2

IN WITNESS WHEREOF, Parent, Emerald, the Company and the Executing Stockholders have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

**GENERAL ELECTRIC COMPANY,
a New York Corporation**

By: 

Name: J. Keith Morgan

Title: Vice President and General Counsel,
GE Medical Systems

**EMERALD MERGER CORPORATION
a Delaware Corporation**

By: 

Name: J. Keith Morgan

Title: Secretary

**VISUALIZATION TECHNOLOGY, INC.
a Delaware Corporation**

By: _____

Name: _____

Title: _____

Signatures Continue on Next Page

IN WITNESS WHEREOF, Parent, Emerald, the Company and the Executing Stockholders have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

**GENERAL ELECTRIC COMPANY,
a New York Corporation**

By: _____
Name: J. Keith Morgan
Title: Vice President and General Counsel,
GE Medical Systems

**EMERALD MERGER CORPORATION
a Delaware Corporation**

By: _____
Name: J. Keith Morgan
Title: Secretary

**~~VISUALIZATION TECHNOLOGY, INC.~~
a Delaware Corporation**

By: Radiology Foundation
Name: F. J. J. J.
Title: Board Member



Signatures Continue on Next Page

80203057 5.DOC

IN WITNESS WHEREOF, Parent, Emerald, the Company and the Executing
Stockholders have caused this Agreement to be signed by their respective officers thereunto duly
authorized all as of the date first written above.

**GENERAL ELECTRIC COMPANY,
a New York Corporation**

By: _____
Name: J. Keith Morgan
Title: Vice President

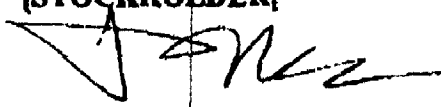
**EMERALD MERGER CORPORATION
a Delaware Corporation**

By: _____
Name: J. Keith Morgan
Title: Secretary

**VISUALIZATION TECHNOLOGY, INC.
a Delaware Corporation**

By: _____
Name: _____
Title: _____

[STOCKHOLDER]



James Marten
78 Nichols Rd.
Cohasset, MA 02035

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Feb. 10 2002 02:21PM P2

PHONE NO. : 7813830832

FROM : JAMES MARTEN

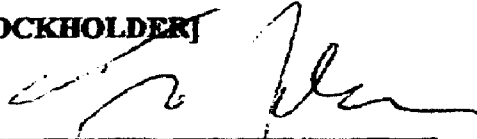
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REEL: 002702 FRAME: 0645**

[STOCKHOLDER]

Please sign here X

for

~~XXXXXXXXXXXX~~



Ferenc Jolesz

[STOCKHOLDER]

Sign X 
here

Feb 12 02 10:53a
SENT BY BOSTON, MA

Covington Associates
2-12-2 10:41AM TOUCHINS, WHEELER&HIT

617-314-3955

617 314 3955: # 7

P. 7

[STOCKHOLDER]

Partner
Deborah Kay, ~~President~~
Wheeler + Co.

0242958 12-Feb-02 10:56A

TRADEMARK
REEL: 002702 FRAME: 0648

[STOCKHOLDER]

please
sign
here

[Handwritten signature]

James Martin
78 Lincoln Rd.
Cohasset, MA 02020

Feb. 11 2002 05:42PM P3

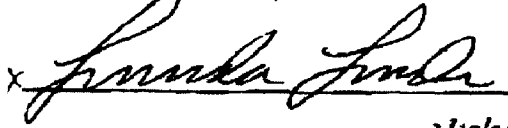
PHONE NO. : 7813800832

FROM : JAMES MARTIN

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[STOCKHOLDER]

please
sign
here

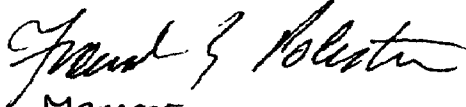
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2/10/02

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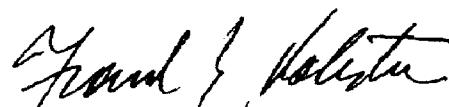
ASCENT VENTURE PARTNERS, L.P.

By: Ascent Venture Management, LLC,
Its General Partner


By: 
Name: *Paul J. Holsten*
Title: *Manager*

ASCENT VENTURE PARTNERS II, L.P.

By: Ascent Venture Management II, L.P.,
Its General Partner
By: Ascent Management SBIC Corp.
Its General Partner

By: 
Name: *Paul J. Holsten*
Title: *Managing Director*

[STOCKHOLDER]


Leigh E. Muhl

[STOCKHOLDER]

ASCENT VENTURE PARTNERS, L.P.

By: Ascent Venture Management, LLC,
Its General Partner

By:
Name:
Title:

ASCENT VENTURE PARTNERS II, L.P.

By: Ascent Venture Management II, L.P.,
Its General Partner
By: Ascent Management SBIC Corp.
Its General Partner

By:
Name:
Title:

LE SERRE

By: Frank M. Polestra
Name: Frank M. Polestra
Title: PARTNER

IN WITNESS WHEREOF, Parent, Emerald, the Company and the Executing
Stockholders have caused this Agreement to be signed by their respective officers thereunto duly
authorized all as of the date first written above.

**GENERAL ELECTRIC COMPANY,
a New York Corporation**

By: _____
Name: J. Keith Morgan
Title: Vice President

**EMERALD MERGER CORPORATION
a Delaware Corporation**

By: _____
Name: J. Keith Morgan
Title: Secretary

**VISUALIZATION TECHNOLOGY, INC.
a Delaware Corporation**

By: _____
Name: _____
Title: _____

[STOCKHOLDER]



James Marten
78 Nichols Rd.
Concord, MA 02025

TRUSTEE *FAMILY* MARTEN / CHARITABLE
FOUNDATION

0133181 DOC

Feb. 11 2002 09:59AM P3

PHONE NO. : 7813838032

FROM : JAMES MARTEN

TRADEMARK
REEL: 002702 FRAME: 0654

[STOCKHOLDER]

John H. Volante
O

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IN WITNESS WHEREOF, Parent, Emerald, the Company and the Executing Stockholders have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

GENERAL ELECTRIC COMPANY,
a New York Corporation

By: _____
Name: J. Keith Morgan
Title: Vice President and General Counsel,
GE Medical Systems

EMERALD MERGER CORPORATION
a Delaware Corporation

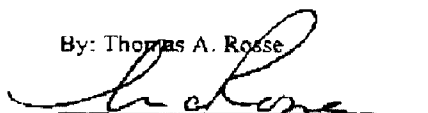
By: _____
Name: J. Keith Morgan
Title: Secretary

VISUALIZATION TECHNOLOGY, INC.
a Delaware Corporation

By: _____
Name: _____
Title: _____

Stockholders:

By: Thomas A. Rosse



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TRADEMARK
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IN WITNESS WHEREOF, Parent, Emerald, the Company and the Executing Stockholders have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

**GENERAL ELECTRIC COMPANY,
a New York Corporation**

By: _____
Name: J. Keith Morgan
Title: Vice President and General Counsel,
GE Medical Systems

**EMERALD MERGER CORPORATION
a Delaware Corporation**

By: _____
Name: J. Keith Morgan
Title: Secretary

**VISUALIZATION TECHNOLOGY, INC.
a Delaware Corporation**

By: _____
Name: _____
Title: _____

Stockholders:

By: Thomas A. Rosse 1985 Irrevocable Children's Trust

Florence M. Rosse

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FEB. -11' 02 (MON) 11:13 ROSSE ENTERPRISES

TEL:617 338 9895

P. 008

IN WITNESS WHEREOF, Parent, Emerald, the Company and the Executing Stockholders have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

GENERAL ELECTRIC COMPANY,
a New York Corporation

By: _____
Name: J. Keith Morgan
Title: Vice President and General Counsel,
GE Medical Systems

EMERALD MERGER CORPORATION
a Delaware Corporation

By: _____
Name: J. Keith Morgan
Title: Secretary

VISUALIZATION TECHNOLOGY, INC.
a Delaware Corporation

By: _____
Name: _____
Title: _____

By: Robert L. Berger, M.D.

Robert L. Berger

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RECORDED: 04/01/2003

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