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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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U.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): Instromedix, Inc., Alaris Medical Inc., Alaris Medical Systems, Inc. (Merger Dated 6/24/1998) Individual(s) Association General Partnership Limited Partnership Corporation-State Other

2. Name and address of receiving party(ies) Name: Semler Technologies, Inc. Internal Address: Suite 100 Street Address: 501 SE Columbia Shores Blvd. City: Vancouver State: WA Zip: 98661 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Oregon Other

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 6/24/1998

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 980619

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Peter E. Heuser Internal Address: Kolisch Hartwell, P.C. Street Address: 520 S.W. Yamhill Street Suite 200 City: Portland State: OR Zip: 97204

6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41): \$ 80.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 11-1540 for deficiency and/or credit only

DO NOT USE THIS SPACE

9. Signature. Peter E. Heuser Name of Person Signing

Signature April 3, 2004 Date

Total number of pages including cover sheet, attachments, and document: 15

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

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement") dated June 24, 1998, by and among ALARIS Medical, Inc., a Delaware corporation ("Parent"), ALARIS Medical Systems, Inc., a Delaware corporation ("Purchaser"), Instrumedix, Inc., an Oregon corporation (the "Company"), Herbert J. Semler and Shirley L. Semler (together, the "Semlers") and each person named on the signature page hereof under the caption "Shareholders" (each, a "Shareholder" and collectively, the "Shareholders") Unless otherwise defined herein, each capitalized term used herein shall have the meaning attributed to it in the Glossary

WITNESSETH

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, Purchaser and the Company will enter into a business combination transaction pursuant to which a newly-formed, wholly-owned Subsidiary of Purchaser ("Merger Sub") will merge with and into the Company ("Merger"), with the Company continuing as the surviving corporation and a wholly-owned Subsidiary of Purchaser ("Surviving Corporation");

WHEREAS, the board of directors of each of Parent, Purchaser and the Company have (i) determined that the Merger would be fair to and in the best interests of their respective shareholders and (ii) approved this Agreement and the transactions contemplated hereby, and

WHEREAS, concurrently with the execution hereof and as a condition to Parent and Purchaser entering into this Agreement, all of the shareholders of the Company have entered into a Shareholder Agreement and Consent attached hereto as Exhibit A ("Shareholder Consent").

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties, agreements and covenants hereinafter set forth, the parties hereto, desiring to be legally bound, hereby agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. At the Effective Time and subject to the terms and conditions contained herein, Merger Sub shall be merged with and into the Company in accordance with the OBCA, the separate existence of Merger Sub shall thereupon cease, and the Company shall be the Surviving Corporation of the Merger and shall succeed to and assume all of the rights, properties, franchises, liabilities and obligations of Merger Sub in accordance with the OBCA and this Agreement.

1.2 Effective Time of the Merger. Subject to the provisions of this Agreement, the parties hereto shall cause the Merger to be consummated by filing articles of merger in the form of Exhibit B ("Articles of Merger") with the Secretary of State of the State of Oregon, as provided

assessment, surrender any right to claim a Tax refund, consent to any extension or waiver of the limitations period applicable to any Tax or Tax Return.

(g) For income Tax purposes and for purposes of this Agreement, the parties shall treat the Merger as a taxable purchase of the Stock by Purchaser and shall take no position or action inconsistent with such treatment.

(h) For income Tax purposes, no portion of the Merger Consideration shall be allocable to any of the covenants set forth in the Non-Competition Agreements.

7.9 No Solicitation The Company shall immediately cease and cause to be terminated any existing solicitation, encouragement, activity, discussion or negotiation with any Person heretofore conducted by or on behalf of the Company with respect to any Acquisition Proposal. From the date hereof until the termination of this Agreement, the Company shall not (nor shall it authorize or permit any of its officers, directors, employees, agents, shareholders, investment bankers, attorneys, financial advisors or other representatives ("Company Representatives") to, directly or indirectly) (a) take any action to initiate, solicit, encourage, respond to or otherwise facilitate, any offer or inquiry from any person with respect to any Acquisition Proposal or (b) engage in negotiations or discussions with, or disclose any non-public information relating to the Company or its business or afford access to the properties, books or records of the Company to, any person with respect to an Acquisition Proposal. The Semlers, each Shareholder and the Company shall promptly notify Purchaser if he or it receives any inquiry from any Person or has any discussions with any Person with respect to an Acquisition Proposal, which notice shall contain the name of the person involved and the nature of the Acquisition Proposal.

7.10 Additional Instruments Further Assurances. At and after the Closing, at the request of Purchaser, each Shareholder shall, or shall cause its Affiliates to, execute, acknowledge and deliver to Purchaser without further consideration, all such further assignments, conveyances, endorsements, deeds, powers of attorney, consents and other documents and take such other action as Purchaser may reasonably request to consummate the transactions contemplated by this Agreement.

7.11. Antitrust Notification. Each of the parties shall, within three (3) business days following the date hereof, or as promptly as practicable thereafter, file with the Federal Trade Commission and the Department of Justice the notification and report form required in order to consummate the transactions contemplated hereby and any supplemental information which may be reasonably requested in connection therewith pursuant to the HSR Act. Each of the parties shall coordinate to seek early termination of the waiting period applicable to the filing. Each of the parties shall furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act.

7.12 CompressAR Business (a) Schedule 7.12 sets forth a list and description of the assets and liabilities of the Company which relate primarily to the CompressAR business and which would be included on a balance sheet prepared in accordance with GAAP (the "CompressAR Net Assets"). The Semlers shall have the option to cause Newco, not later than the business day

immediately prior to the Closing Date, to purchase from the Company, and the Company shall sell to Newco, for the Appraised Value, the CompressAR Net Assets and Newco shall assume the CompressAR Business Liabilities, pursuant to an Assignment and Assumption Agreement in the form attached hereto as Exhibit E

(b) If Newco purchases the CompressAR Net Assets as provided herein, then the purchase price therefor shall be paid, at the Semlers' option, either in cash at that time or by a reduction of the amounts otherwise payable to each of the Semler Trusts upon surrender of their Certificates representing their shares of Stock as provided in Section 2.3(a)(i) by fifty percent (50%) of the Appraised Value. If Newco purchases the CompressAR Net Assets as provided herein, the Semlers shall be deemed to have represented and warranted that the tax basis of the Company in such assets is equal to the sum of the book value of the CompressAR Net Assets

(c) If Newco purchases the CompressAR Net Assets as provided herein, then at the Closing, the Company and Newco shall enter into a Transition Services Agreement in the form of Exhibit G.

7.13 Real Estate Matters. The Company will use commercially reasonable efforts, and the Semlers will cause the Company to, obtain estoppel certificates in the form and substance of the Tenant Estoppel Certificates attached hereto as Exhibits H-1 and H-2 with respect to all of the Leased Real Property.

7.14 Option Exercise Period; Option Cancellation Agreements

(a) The Company shall provide to each holder of outstanding Options not later than the first business day after the date hereof, a written notice stating that during the period (the "Option Notice Period") commencing on the first business day after the date hereof and ending on the twentieth (20th) calendar day thereafter, such holder shall have the right to exercise in accordance with their terms any Options which are then vested, and the Company shall permit the exercise of such Options in accordance with their terms

(b) The Company shall use commercially reasonable efforts to obtain from all holders of outstanding Options executed Option Cancellation Agreements which will be delivered to Purchaser prior to the Closing Date. The Semlers, the Shareholders and the Company agree not to enter into any agreement to provide any holder of outstanding Options an alternative to either: (i) the Option Cancellation Agreement or (ii) exercise of the Options in accordance with their terms as of the date hereof

7.15. FIRPTA Certificate. The Company shall execute and deliver to Purchaser, prior to the Closing Date, an affidavit by the Company, dated not more than twenty (20) days prior to the Closing Date, certifying, under penalty of perjury, that the Company is not and has not been a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code, and that, as of the Closing Date, interests in the Company shall not constitute United States real property interests (within the meaning of Section 897(c)(1) of the Code). The aforementioned affidavit shall be in the form and

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed the day and year first above written.

ALARIS MEDICAL, INC.

By: 
Name: William J. Mercer
Title: President & CEO

INSTROMEDEX, INC.

By: _____
Name:
Title:

Herbert J. Semler

Shirley L. Semler

SHAREHOLDERS

Shelli Joy Semler

Gregory T. Semler

Jill Ann Semler Rubinstein

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed the day and year first above written.

ALARIS MEDICAL, INC.

By: _____
Name:
Title:

INSTROMEDIX, INC.

By: Herbert J. Semler, M.D.
Name: Herbert J. Semler, M.D.
Title: Chairman, CEO.

Herbert J. Semler, M.D.
Herbert J. Semler

Shirley L. Semler
Shirley L. Semler

SHAREHOLDERS

Shelli Joy Semler
Shelli Joy Semler

Gregory T. Semler

Jill Ann Semler Rubinstein
Jill Ann Semler Rubinstein
JILL SEMLER RUBINSTEIN

Mar-02-04 11:32am From-SEMLER TECHNOLOGIES

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be duly executed the day and year first above written

ALARIS MEDICAL, INC.

By: _____
Name:
Title:

INSTROMEDIC, INC.

By: _____
Name:
Title:

Herbert J. Semler

Shirley L. Semler

SHAREHOLDERS

Shelli Joy Semler



Gregory T. Semler

Jill Ann Semler Rabinstein

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Eric Semler

Matthew D. Semler

Herbert J. Semler Family Trust

By: Herbert J. Semler, Trustee

Shirley L. Semler Family Trust

By: Shirley L. Semler, Trustee

Capital Consultants, Inc.

By: Name: Title:

TO: Joann Nishiwaki
From: Matt Semler
Fax: (714) 755-8290
USA

Re: Signature Pages
(IMX - Akris)

Room #: 1459

Total # Pages: 2
(incl. copy)

By: Eric Semler

Matthew D. Semler
Matthew D Semler

Herbert J. Semler Family Trust

By: Herbert J. Semler, Trustee

Shirley L. Semler Family Trust

By: Shirley L. Semler, Trustee

Capital Consultants, Inc.

By: _____
Name:
Title:

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KOLISCH HARTWELL

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H. Eric Semler

Matthew D. Semler

Herbert J. Semler Family Trust

By: 
Herbert J. Semler, Trustee

Shirley L. Semler Family Trust

By: 
Shirley L. Semler, Trustee

Capital Consultants, Inc.

By:
Name:
Title:

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H. Eric Semler

Matthew D. Semler

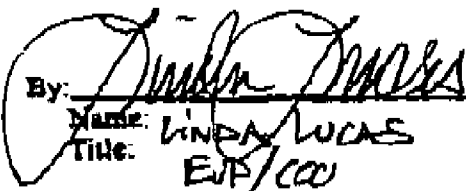
Herbert J. Semler Family Trust

By: Herbert J. Semler, Trustee

Shirley L. Semler Family Trust

By: Shirley L. Semler, Trustee

Capital Consultants, Inc.

By: 
Name: LINDA LUCAS
Title: EVP/COO

(continuation of signature page to Agreement and Plan of Merger)

ALARIS MEDICAL SYSTEMS, INC.

By: *William J. Mercer*
Name: William J. Mercer
Title: President & CEO

[continuation of signature page to Agreement and Plan of Merger]

Schedule 7.12 CompressAR Business Assets.

May 30, 1998 (preliminary)

Cash		
Accounts Receivable		
Inventory		
Property and Equipment less Accumulated Depreciation*		
	Fair	
<u>Assets</u>	<u>Market Value</u>	
Patent No. 5,304,186	0	
Patent No. 4,572,182	0	
Trademark No. 980,619	0	
Software Electronics	0	
Ambra Comp. Topline		
Computer City Power Exec.		
Microtech Mini Tower		
Microtech Computer		
MicroSupply PC Upgrades		
Compaq 1130 Armada Laptops		
PC Microtek		
Datec HP Vectra XM3 Computer		
CompressAr Disc Tooling		
DAVIS CompressAr Disc Mold		
VIS PL Mold CompressAR		
DAVIS2 Comfort Disc Mold		
Tooling Insert for Comfort Disk		
Universal CompressAR Tool		
Davis Tool New Ellip Disc		
Vertex Modular Desks		
Pacific Stationary Furniture		
Subtotal		
Total Assets		
Current Liabilities:		
Accounts Payable		
Payroll Costs		
Total Liabilities		
TOTAL		

* See attached Annex 8-CompressAR Asset Schedule. The parties will review this Schedule, including Annex 8, for accuracy prior to any transfer to Newco and will make any appropriate changes thereto.