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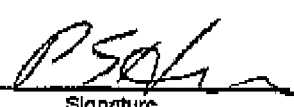
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Form PTO-1594 (Rev. 10/02) OMB No. 0851-3027 (exp. 5/30/2005) Tab settings		RL	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
		102717596		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies): Instromedix, Inc. (Assignment Dated 7/15/1998) <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>SEMLER TECHNOLOGIES, INC.</u> Internal Address: _____ Street Address: <u>2326 N.W. Everett St.</u> City: <u>Portland</u> State: <u>OR</u> Zip: <u>97210</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Oregon</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>7/15/1998</u>				
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>980619</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Peter E. Heuser</u> Internal Address: <u>Kolisch Hartwell, P.C.</u> Street Address: <u>520 S.W. Yamhill Street</u> <u>Suite 200</u> City: <u>Portland</u> State: <u>OR</u> Zip: <u>97204</u>		6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ <u>4.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>11-1540 for deficiency and/or credit only</u>		
DO NOT USE THIS SPACE				
9. Signature. <u>Peter E. Heuser</u> Name of Person Signing		 Signature <u>April 3, 2004</u> Date Total number of pages including cover sheet, attachments, and document: <u>4</u>		

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

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10/27/04 11:33am From: SEMLER TECHNOLOGIES

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ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated July 15, 1998, by and between Instrumedix, Inc., an Oregon corporation ("Assignor") and Semler Technologies, Inc., an Oregon corporation ("Assignee").

WITNESSETH:

WHEREAS, ALARIS Medical, Inc., ALARIS Medical Systems, Inc., Assignor, Assignee and Assignor's shareholders are parties to that certain Agreement and Plan of Merger dated June 24, 1998 (as such agreement may be amended from time to time, the "Merger Agreement"; capitalized terms used herein and not defined herein have the respective meanings ascribed to them in the Merger Agreement);

WHEREAS, pursuant to Section 7.12 of the Merger Agreement, Assignor has agreed to transfer to Assignee the CompressAR Net Assets (the "Assigned Assets") and Assignee has agreed to assume and become liable for all of the CompressAR Business Liabilities;

NOW THEREFORE, in furtherance of and pursuant to the Merger Agreement, the parties hereto agree as follows.

Section 1. Assignment and Assumption

(a) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, delivers and sets over unto Assignee all of Assignor's right, title and interest in and to the Assigned Assets as is, where is and with no representations or warranties with respect thereto of any kind.

(b) Assignee agrees to, and hereby does, accept and assume all of the CompressAR Business Liabilities.

(c) Assignee agrees to, and hereby does, accept and assume to be bound by each of the terms, covenants and conditions of any agreement or other contract pertaining to the Assigned Assets, as such may be amended from time to time, to be performed by the Assignor thereunder.

Section 2. Assignee Represents and Warrants as Follows:

(a) Assignee is a corporation duly organized and validly existing under the laws of the State of Oregon with all requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as currently being conducted.

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(b) Assignee has all requisite corporate power and authority to execute and deliver this Agreement and the Transition Services Agreement, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Transition Services Agreement and the performance of Assignee's obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby, have been authorized by all necessary corporate action, including shareholder action, and constitute valid and binding obligations enforceable against Assignee in accordance with their respective terms.

(c) Neither the execution and delivery of this Agreement or the Transition Services Agreement, the performance by Assignee of its obligations hereunder or thereunder nor the consummation of the transactions contemplated hereby or thereby will violate any provisions of the articles of incorporation or bylaws of Assignee.

Section 3. Further Instruments

The parties hereto agree that they will execute and deliver, or cause to be executed and delivered, to the other such documents and instruments, in form and substance reasonably satisfactory to the other, as may reasonably be necessary or desirable to carry out or implement any provision of this Agreement.

Section 4. Binding Nature; Governing Law

This Agreement shall (a) inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto and (b) be governed by, and construed in accordance with, the substantive laws of the State of New York. Assignor's permitted assigns shall be any of its Affiliates. Assignee may not assign its rights or obligations under this Agreement.

Section 5. Amendments

This Agreement may not be altered, amended or modified except by a writing signed by a party against whom such alteration, amendment or modification is sought to be enforced.

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

INSTROMEDIX, INC.

By: Herbert J. Semler, M.D.
Name: Herbert J. Semler
Title: Chairman of the Board and Chief Executive Officer

ASSIGNEE

SEMLER TECHNOLOGIES, INC.

By: Herbert J. Semler, M.D.
Name: Herbert J. Semler
Title: President

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