

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MERIDIAN MEDICAL TECHNOLOGIES, INC		07/01/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SHL TELEMEDICINE INTERNATIONAL LTD.
Street Address:	90 Igal Alon St.
Internal Address:	Ashdar Building,
City:	Tel Aviv
State/Country:	ISRAEL
Postal Code:	67891
Entity Type:	CORPORATION: ISRAEL

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1214758	CARDIO BEEPER

CORRESPONDENCE DATA

Fax Number: (617)720-6307
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6177200091
 Email: macinnis@lambertpatentlaw.com
 Correspondent Name: Gary E. Lambert
 Address Line 1: 92 State Street
 Address Line 2: Suite 200
 Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	08-214-TS
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DOMESTIC REPRESENTATIVE

Name:

900123599

**TRADEMARK
 REEL: 003910 FRAME: 0873**

OP \$40.00 1214758

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Gary E. Lambert
Signature:	/Gary E. Lambert/
Date:	12/30/2008

Total Attachments: 52

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ASSIGNMENT OF MARKS

This ASSIGNMENT OF MARKS, dated as of the 7th day of July, 2008 ("Assignment"), is made, executed and delivered by Meridian Medical Technologies, Inc., a Delaware corporation ("MMT US"); Meridian Medical Technologies Limited, a private limited company duly organized under the laws of Northern Ireland ("MMT UK"); King Pharmaceuticals, Inc., a Tennessee corporation ("KING" and, together with MMT US and MMT UK, "Assignor"); SHL Telemedicine Global Trading, a corporation duly organized under the laws of Ireland, ("SHL Sub"), and SHL Telemedicine International, an Israeli corporation ("SHL Parent" and, together with SHL Sub, "Assignee").

WHEREAS, pursuant to the certain Asset Purchase Agreement dated June 3, 2008 ("Purchase Agreement"), Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee the extent of the Assignor's ownership of, or control over, as of the Closing Date (as defined in the Purchase Agreement), the Assigned Trademarks (as defined in the Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee, and Assignee hereby accepts from Assignor, the extent of the Assignor's rights, title, and interest in and to the Assigned Trademarks, as of the Closing Date, and the goodwill of the business symbolized by the marks, to the full term or terms for which the marks may be issued, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that they would have been held and enjoyed by Assignor if this Assignment had not been made; and all claims for damages by reason of past infringement of said Assigned Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. Recordation. Assignor hereby authorizes all applicable United States and foreign governmental authorities and agencies to record Assignee as the owner of the Assigned Trademarks and to issue all registrations for said Assigned Trademarks, to be in the name of Assignee, as assignee of all the Assigned Trademarks, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

3. Further Action. Assignor further covenants and agrees, at the reasonable request of Assignee and at no additional expense to Assignor, to execute and deliver to Assignee or its legal representative any further necessary documents, papers, instruments, and affidavits, and to take all further actions necessary to enable Assignee to become the owner of record of the Assigned Trademarks and to secure the benefits of the rights hereby assigned.

Assignor covenants for itself and its successors and assigns to provide to Assignee, promptly upon the request of Assignee and at the expense of Assignee, all commercially necessary facts and documents relating to the Assigned Trademarks as may be readily known or immediately accessible to Assignor as of the date of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Assignment of Marks as of the date first above written.

ASSIGNOR:

MERIDIAN MEDICAL
TECHNOLOGIES, INC.

By: [Signature]
Name: Dennis P. O'Brien
Title: President, Meridian Medical Technologies

MERIDIAN MEDICAL
TECHNOLOGIES LIMITED

By: [Signature]
Name: Dennis P. O'Brien
Title: President, Meridian Medical Technologies

KING PHARMACEUTICALS, INC.

By: [Signature]
Name: Dennis P. O'Brien
Title: EVP, King Pharmaceuticals

ASSIGNEE: SHL Telemedicine
SHL TELEMEDICINE INTERNATIONAL, Ltd.
INTERNATIONAL

By: [Signature]
Name: YARIV ALKEM
Title: CEO

ECAN ANEPI
CEO

SHL TELEMEDICINE GLOBAL
TRADING, LTD.

By: [Signature]
Name: ORNAH HINES
Title: DIRECTOR

[Signature]
YARIV ALKEM
DIRECTOR

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

SELLER:

MERIDIAN MEDICAL
TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

MERIDIAN MEDICAL
TECHNOLOGIES LIMITED

By: _____
Name: _____
Title: _____

KING PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

BUYER:

SHL TELEMEDICINE
INTERNATIONAL

By: _____
Name: SHL Telemedicine
INTERNATIONAL Ltd
Title: YARIV ANTESI YARIV ARDY
CEO CEO

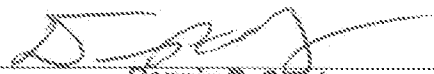
SHL TELEMEDICINE GLOBAL
TRADING LTD

By: _____
Name: YARIV ARDY
Title: DIRECTOR

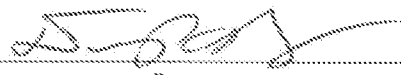
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Asset Purchase Agreement as of the date first above written.

SELLER:

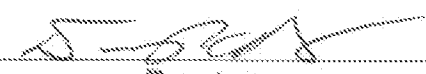
MERIDIAN MEDICAL
TECHNOLOGIES, INC.

By: 
Name: Dennis P. O'Brien
Title: President, Meridian Medical Technologies

MERIDIAN MEDICAL
TECHNOLOGIES LIMITED

By: 
Name: Dennis P. O'Brien
Title: (per M.A.)

KING PHARMACEUTICALS, INC.

By: 
Name: Dennis P. O'Brien
Title: EVP, King Pharmaceuticals

BUYER:

SHL TELEMEDICINE
INTERNATIONAL

By: _____
Name: _____
Title: _____

SHL TELEMEDICINE GLOBAL
TRADING, LTD.

By: _____
Name: _____
Title: _____

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

SELLER:

MERIDIAN MEDICAL
TECHNOLOGIES, INC.

By: [Signature]
Name: Dennis P. O'Brien
Title: President, Meridian Medical Technologies

MERIDIAN MEDICAL
TECHNOLOGIES LIMITED

By: [Signature]
Name: Dennis P. O'Brien
Title: [Signature]

KING PHARMACEUTICALS,
INC.

By: [Signature]
Name: Dennis P. O'Brien
Title: EVP, King Pharmaceuticals

BUYER:

SHL TELEMEDICINE
INTERNATIONAL

By: _____
Name: _____
Title: _____

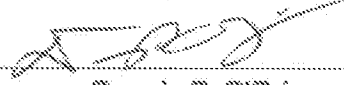
SHL TELEMEDICINE GLOBAL
TRADING, LTD.

By: _____
Name: _____
Title: _____

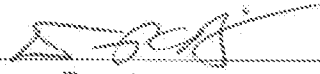
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Bill of Sale as of the date first above written.

SELLER:

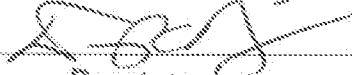
MERIDIAN MEDICAL
TECHNOLOGIES, INC.

By: 
Name: Dennis P. O'Brien
Title: President, Meridian Medical Technologies

MERIDIAN MEDICAL
TECHNOLOGIES LIMITED

By: 
Name: Dennis P. O'Brien
Title: (per POA)

KING PHARMACEUTICALS,
INC.

By: 
Name: Dennis P. O'Brien
Title: VP, King Pharmaceuticals

BUYER:

SHL TELEMEDICINE
INTERNATIONAL

By: _____
Name: _____
Title: _____

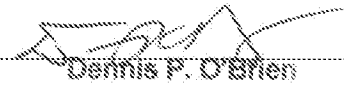
SHL TELEMEDICINE GLOBAL
TRADING, LTD.

By: _____
Name: _____
Title: _____

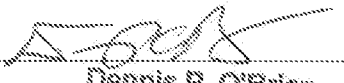
IN WITNESS WHEREOF, the parties have caused this Termination and Release Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

SELLER:

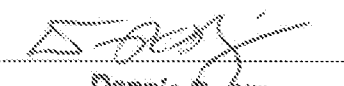
MERIDIAN MEDICAL
TECHNOLOGIES, INC.

By: 
Name: Dennis F. O'Brien
Title: President, Meridian Medical Technologies

MERIDIAN MEDICAL
TECHNOLOGIES LIMITED

By: 
Name: Dennis F. O'Brien
Title: (per P.A.)

KING PHARMACEUTICALS, INC.

By: 
Name: Dennis F. O'Brien
Title: EVP. King Pharmaceuticals

BUYER:

SHL TELEMEDICINE GLOBAL
TRADING

By: _____
Name: _____
Title: _____

SHL TELEMEDICINE
INTERNATIONAL

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Termination and Release Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

SELLER:

**MERIDIAN MEDICAL
TECHNOLOGIES, INC.**

By: _____
Name: _____
Title: _____

**MERIDIAN MEDICAL
TECHNOLOGIES LIMITED**

By: _____
Name: _____
Title: _____

KING PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

BUYER:

**SHL TELEMEDICINE GLOBAL
TRADING**

By: *[Signature]*
Name: CAROLAN HANES
Title: DIRECTOR

**SHL TELEMEDICINE
INTERNATIONAL**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Termination and Release Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

SELLER:

MERIDIAN MEDICAL
TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

MERIDIAN MEDICAL
TECHNOLOGIES LIMITED

By: _____
Name: _____
Title: _____

KING PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

BUYER:

SHL TELEMEDICINE GLOBAL
TRADING

By: [Signature]
Name: ANDREW HAYES
Title: DIRECTOR

SHL TELEMEDICINE
INTERNATIONAL

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Bill of Sale as of the date first above written.

SELLER:

**MERIDIAN MEDICAL
TECHNOLOGIES, INC.**

By: _____
Name: _____
Title: _____

**MERIDIAN MEDICAL
TECHNOLOGIES LIMITED**

By: _____
Name: _____
Title: _____

**KING PHARMACEUTICALS,
INC.**

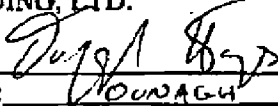
By: _____
Name: _____
Title: _____

BUYER:

**SHL TELEMEDICINE
INTERNATIONAL**

By: _____
Name: _____
Title: _____

**SHL TELEMEDICINE GLOBAL
TRADING, LTD.**

By: 
Name: DONAGH HANEY
Title: DIRECTOR

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

SELLER:

**MERIDIAN MEDICAL
TECHNOLOGIES, INC.**

By: _____
Name: _____
Title: _____

**MERIDIAN MEDICAL
TECHNOLOGIES LIMITED**

By: _____
Name: _____
Title: _____

**KING PHARMACEUTICALS,
INC.**

By: _____
Name: _____
Title: _____

BUYER:

**SHL TELEMEDICINE
INTERNATIONAL**

By: _____
Name: _____
Title: _____

**SHL TELEMEDICINE GLOBAL
TRADING, LTD.**

By: *Donagh Hayes*
Name: DONAGH HAYES
Title: DIRECTOR

**SCHEDULES
TO
ASSET PURCHASE AGREEMENT
BY AND AMONG
MERIDIAN MEDICAL TECHNOLOGIES, INC.,
MERIDIAN MEDICAL TECHNOLOGIES LIMITED,
KING PHARMACEUTICALS, INC.,
SHL TELEMEDICINE GLOBAL TRADING,
and
SHL TELEMEDICINE INTERNATIONAL**

Dated as of May __, 2008

List of Schedules

- Schedule A – Products
- Schedule B – Assigned License
- Schedule C – Assigned Patents
- Schedule D – Assigned Trademarks
- Schedule E – Inventory and Equipment
- Schedule F – Regulatory Approvals
- Schedule G – Transferred Product Files
- Schedule H – Knowledge Parties
- Schedule I – Sample Introduction Letter

Schedule A

Products

1. CardioBeeper® CB12/12
2. CardioBeeper® CB12-L
3. CardioBeeper® CB250
4. CardioBeeper® CB150
5. TelePress III Blood Pressure Monitor
6. TelePress II Blood Pressure Monitor
7. TelePress I Blood Pressure Monitor
8. TeleWeight
9. TelePulse
10. Spirodata
11. Flute (also known as Peak Flow Meter)
12. Bridge III Receiver
13. Bridge I Receiver
14. Octopus

Schedule B

Assigned License

1. Patent and Know-How License, dated August 19, 1994, between University of Ulster and Brunswick Biomedical Ltd. (predecessor-in-interest to Meridian Medical Technologies Ltd.).
2. Letter, dated August 26, 2002, by Meridian Medical Technologies Ltd. to University of Ulster (re: request for approval to grant a non-exclusive sublicense to SHL Telemedicine International, Ltd.).
3. Letter, dated October 18, 2002, by University of Ulster to Meridian Medical Technologies Ltd. (re: grant of approval for Meridian to grant a non-exclusive sublicense to SHL Telemedicine International, Ltd.).

Schedule C

Assigned Patents

<u>Patent No.</u>	<u>Country</u>	<u>Title</u>	<u>Issue Date</u>	<u>Expiration Date</u>
4862896	USA	Monitoring Device with Dual Position Electrodes	09-05-1989	03-25-2008
4889134	USA	Device for Measuring Multiple Channels of Heartbeat Activity and Encoding into a Form Suitable for Simultaneous Transmission Over	12-26-1989	03-25-2008
5339823	USA	Twelve-Lead Portable Heart Monitor and Method	08-23-1994	08-07-2012
5373851	USA	Specialized Peak Flow Meter	12-20-1994	04-19-2013
5465727	USA	Twelve Lead Portable Heart Monitor With Selectable Electrode Array	11-14-1995	08-26-2014
658351	Australia	Twelve-Lead Portable Heart Monitor and Method	07-24-1995	07-16-2013
0611287	Federal Republic of Germany	Twelve-Lead Portable Heart Monitor and Method	11-10-1999	07-16-2013
0611287	France	Twelve-Lead Portable Heart Monitor and Method	11-10-1999	07-16-2013
106457	Israel	Twelve-Lead Portable Heart Monitor and Method	02-16-1997	07-22-2013
109327	Israel	Specialized Peak Flow Meter	05-19-1997	04-17-2014
0611287	Italy	Twelve-Lead Portable Heart Monitor and Method	11-10-1999	07-16-2013
3317497	Japan	Twelve-Lead Portable Heart Monitor and Method	06-14-2002	07-16-2013
0611287	United Kingdom	Twelve-Lead Portable Heart Monitor and Method	11-10-1999	07-16-2013
2120260	Canada	Twelve-Lead Portable Heart Monitor and Method		07-16-2013

Schedule D

Assigned Trademarks

Registered Marks:

Mark	Country	Registration No.	Renewal Date
Cardio Beeper	Benelux	353154	05-12-2008
Cardio Beeper	France	1293397	12-21-2004
Cardio Beeper	Germany	942119	01-22-2005
Cardio Beeper	Israel	40288	01-22-2010
Cardio Beeper	Italy	722969	01-24-2005
Cardio Beeper	Sweden	151497	05-16-2005
Cardio Beeper	USA	1214758	11-02-2002

Common law marks:

Spirodata
Telepress
Telepress I
Telepress II
Telepress III

Schedule E

Inventory and Equipment

[see attached list of Inventory and Equipment]

Schedule F

Regulatory Approvals

FDA 510(k) Clearances:

- CardioBeeper® CB12/12
- CardioBeeper® CB12-L
- CardioBeeper® CB250
- Telepress III Blood Pressure Monitor
- Bridge III Receiver

510(k) Number:

K002310
K965101
K983582
K011058
K965101

Schedule G

Transferred Product Files

Seller's technical files **to the extent related solely and exclusively** to the following products:

1. CardioBeeper® CB12/12
2. CardioBeeper® CB12-L (including the Octopus switch)
3. CardioBeeper® CB250
4. CardioBeeper® CB150
5. TelePress III Blood Pressure Monitor
6. TelePress II Blood Pressure Monitor
7. TelePress I Blood Pressure Monitor
8. TeleWeight
9. TelePulse
10. Spirodata
11. Flute (also known as Peak Flow Meter)
12. Bridge III Receiver
13. Bridge I Receiver

Schedule H

Seller's Knowledge

1. Dennis O'Brien – Executive Vice President, President of Meridian
2. Thomas Handle – Senior Vice President, Commercial Pharmaceuticals
3. Cristina D'Erasmus – Vice President, Government Programs
4. John Wilmont – Senior Director, Technical Applications
5. Paul Muma – Director, Finance
6. Thomas Freund – Director, Regulatory Affairs

Schedule I

Sample Introduction Letter

May 1, 2008

Via First Class US Mail

Third Party Vendor
1234 Main Street
Belfast, Ireland
ABCD 123
UK

**Re: Meridian Medical Technology, Inc.'s ("Meridian") Transfer of
Telemedicine Business to SHL Telemedicine International Ltd.
("SHL")**

Dear Sir or Madame:

Please be advised that Meridian has transferred certain aspects of its telemedicine product line to SHL. SHL has identified your company as one of Meridian's vendors associated with the telemedicine product line that it may wish to continue working with following the transition. Accordingly, a representative of SHL may contact you in the near future regarding future business opportunities. In the event it is required, Meridian authorizes your company to work directly with SHL on matters related to your product line that were previously managed by Meridian in connection with its telemedicine product line.

In the meantime, should you need to speak with a representative of SHL, please do not hesitate to contact [SHL Contact] at the following number and address: [_____]. Alternatively, if you have a question regarding Meridian, or the transition of the telemedicine product line in general, please do not hesitate to contact me at the number or address listed above.

Kind regards,

[MMT Contact]

cc: [SHL contact]

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of [May 2008], by and among MERIDIAN MEDICAL TECHNOLOGIES, INC., a Delaware corporation ("MMT US"); MERIDIAN MEDICAL TECHNOLOGIES LIMITED, a private limited company duly organized under the laws of Northern Ireland ("MMT UK"); KING PHARMACEUTICALS, INC., a Tennessee corporation ("KING" and, together with MMT US and MMT UK, "Seller"); SHL Telemedicine Global Trading, a corporation duly organized under the laws of Ireland, ("SHL Sub"); and SHL Telemedicine International, an Israeli corporation ("SHL Parent" and, together with SHL Sub, "Buyer").

WHEREAS, Buyer and Seller are parties to a Development and Supply Agreement (as hereinafter defined), pursuant to which Buyer and Seller have developed certain joint know-how in connection with certain Telemedicine products, and Seller has heretofore been producing such products for sale and distribution by Buyer;

WHEREAS, Seller wishes to sell to Buyer, and Buyer wishes to acquire from Seller, certain assets used by Seller solely and exclusively in such Telemedicine products and, in connection therewith, will assume from Seller certain liabilities related to such product line.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained in this Agreement, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE 1 DEFINITIONS AND REFERENCES

Capitalized terms used herein without definition shall have the respective meanings assigned to such terms in Annex I attached hereto and incorporated herein for all purposes of this Agreement. Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof", "herein", "hereby" and derivative or similar words refer to this entire Agreement; (d) all references herein to "Articles" or "Sections" are to Articles or Sections of this Agreement; (e) the term "or" has, except as otherwise indicated, the inclusive meaning represented by the phrase "and/or" and (f) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

ARTICLE 2
PURCHASE AND SALE OF ASSETS

2.1. Acquired Assets.

On the Closing Date, or, except as otherwise specifically provided herein, within a reasonable period thereafter, not to exceed sixty (60) days following the Closing Date, and subject to the terms and conditions of this Agreement, Seller shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase, assume and accept from Seller, the extent of Seller's ownership of, or control over, as of the Closing Date, the following (collectively, the "Acquired Assets"):

- (a) the Assigned License;
- (b) the Assigned Patents;
- (c) the Assigned Trademarks;
- (d) the Products;
- (e) the Inventory and Equipment;
- (f) the Regulatory Approvals;
- (g) the Transferred Product Files; and
- (h) the Joint Know-How.

2.2. Excluded Assets.

(a) Notwithstanding anything herein to the contrary, Seller does not and shall not sell, assign, convey, transfer or deliver, and Buyer does not and shall not purchase, assume or accept, any assets or rights not specifically listed and identified in Section 2.1 (the "Excluded Assets").

(b) Buyer further acknowledges and agrees that, notwithstanding anything to the contrary in this Agreement, (i) Seller shall retain exclusively all know-how and rights with regard to the Excluded Assets, and (ii) Buyer shall acquire no right, title, or interest whatsoever in or to any property or assets of Seller or any of Seller's Affiliates except from the Acquired Assets.

2.3. Transfer of Tangible Acquired Assets.

(a) Subject to the terms and conditions of this Agreement, Seller shall use commercially reasonable efforts to make available the Inventory and Equipment for pick-up by Buyer or Buyer's common carrier on the Closing

Date, but in no event later than forty-five (45) days after the Closing Date. Buyer agrees to take possession of the Inventory and Equipment within forty-five (45) days of Closing. All such Inventory and Equipment shall be shipped F.O.B. Seller's warehouse facility located in Belfast, North Ireland at Buyer's expense. Buyer shall promptly label over or revise such Inventory and Equipment to reflect that Buyer is the sole owner of such Inventory and Equipment. In the event that Buyer or Buyer's common carrier fails to pick-up the Inventory and Equipment within forty-five (45) days after the Closing Date, Buyer acknowledges and agrees that Seller shall dispose of such Inventory and Equipment.

(b) Prior to Seller's making available the Inventory and Equipment for pick-up by Buyer or Buyer's common carrier, Seller shall bear the risk of loss and all associated storage costs related to such Inventory and Equipment. From and after the time that Buyer or Buyer's common carrier takes possession of the Inventory and Equipment, Buyer shall bear all risk of loss to the Inventory and Equipment, and shall be solely responsible for procuring adequate insurance to protect such Inventory and Equipment against any such loss. Effective upon Buyer's taking possession of the Inventory and Equipment for pick-up by Buyer or Buyer's common carrier, Buyer hereby releases and holds Seller harmless from and against any and all Damages and Liabilities to any person or property that may arise in connection with such Inventory and Equipment, including any use of the Inventory and Equipment in the subsequent manufacture of any Product by or on behalf of Buyer.

(c) THE INVENTORY AND EQUIPMENT ARE PROVIDED "AS IS, WHERE IS," AND SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE INVENTORY OR EQUIPMENT, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND SELLER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

(d) NOT WITHSTANDING THE FOREGOING, SELLER EXPRESSLY WARRANTS AND REPRESENTS THAT THE INVENTORY AND EQUIPMENT HAVE BEEN AND ARE BEING STORED IN A COMMERCIAL WAREHOUSE IN DRY AND COOL CONDITIONS THAT ARE COMMERCIALY REASONABLY DESIGNED TO PROTECT THE INTEGRITY AND FUNCTIONALITY OF THE INVENTORY AND EQUIPMENT.

**ARTICLE 3
ASSUMPTION OF LIABILITIES**

3.1. Assumed Liabilities.

Subject to the terms and conditions of this Agreement, Buyer shall assume, effective as of the Closing Date, and at all times from and after the Closing Date, shall have the sole and exclusive liability for and shall pay, perform, discharge and otherwise fully satisfy when due, any and all Liabilities (including compliance with all applicable laws and regulations) arising out of or related to the following (collectively, the “Assumed Liabilities”):

(a) any product liability, breach of warranty or similar claim for injury to person or property, regardless of when asserted, which resulted from the use or misuse of Products or otherwise related to the Products, whether or not sold by Seller or any Affiliate of Seller prior to, on or after the Closing Date;

(b) all returns of Product and all rebates, chargebacks, discounts and similar items payable in connection with sales of the Products, regardless of whether the Product was sold before, on or after Closing;

(c) any Liabilities under the Assigned License arising on or after the Closing Date, including, but not limited to, royalty obligations; and

(d) without limitation to (a), (b) and (c) above, the ownership, licensing, operation, use of, or conduct of business in connection with, any of the Acquired Assets, including Liabilities arising directly or indirectly from the manufacturing, marketing, sale or distribution of the Products, including any government seizures, field corrections, withdrawals or recalls and any violations of applicable laws, rules, regulations, ordinances, orders or decrees in connection therewith.

3.2. Excluded Liabilities.

Except for the Assumed Liabilities, Buyer shall not assume any other Liabilities of Seller or any Affiliate of Seller. All such Liabilities, except for the Assumed Liabilities, are collectively referred to as the “Excluded Liabilities”.

**ARTICLE 4
PURCHASE PRICE AND PAYMENT**

4.1. Purchase Price.

In addition to the assumption of the Assumed Liabilities and the transfer of the Acquired Assets, the purchase price for the Inventory and

Equipment shall be One Hundred Thousand Dollars (\$100,000) (the “Purchase Price”) payable by wire transfer in immediately available funds prior to the Buyer taking possession of the Equipment and Inventory, but in no event later than forty-five (45) days after the Closing.

4.2. Currency.

All payments to be made under this Agreement shall be made in United States currency.

4.3. Taxes.

Buyer shall be responsible for and shall promptly pay any and all federal, state, provincial, territorial, and local transfer, sales, excise, use, and other taxes, filing and/or recording fees or other similar levies or assessments, if any, levied, imposed or incurred as a result of the transactions contemplated by this Agreement, excluding any taxes payable on Seller’s income. All payments under this Agreement will be made without any deduction or withholding for or on account of any taxes, fees or other similar levies or assessments.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES**

5.1. Representations and Warranties of Seller.

Seller hereby represents and warrants to Buyer as follows as of the date of this Agreement:

5.1.1. Organization and Standing.

MMT UK is a private limited company duly organized, validly existing, and in good standing under the laws of Northern Ireland. MMT US is a Delaware corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. KING is a Tennessee corporation duly organized, validly existing, and in good standing under the laws of the State of Tennessee.

5.1.2. Power and Authority.

Seller has all requisite corporate power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by Seller pursuant hereto and thereto and to consummate the transactions contemplated herein and therein. The execution, delivery, and performance of this Agreement by Seller does not, and the consummation of the transactions contemplated hereby shall not, violate any

provisions of Seller's organizational documents, bylaws, any law or regulation applicable to Seller, or any agreement, mortgage, lease, instrument, order, judgment, or decree to which Seller is a party or by which Seller is bound or result in the creation or acceleration of any Encumbrance on the Acquired Assets.

5.1.3. Corporate Action; Binding Effect.

Seller has duly and properly taken all action required by law, Seller's organizational documents, or otherwise, to authorize the execution, delivery and performance of this Agreement and the other instruments to be executed and delivered by Seller pursuant hereto and thereto and the consummation of the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Seller and constitutes, and the other instruments contemplated hereby when duly executed and delivered by Seller shall constitute, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, except as enforcement may be affected by bankruptcy, insolvency or other similar laws and by general principles of equity.

5.1.4. Brokers.

No agent, broker, investment banker, financial advisor or other Person, is or shall be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement by reason of any action taken by or on behalf of Seller or any Affiliates of Seller.

5.1.5. Known and Asserted Claims

To the Knowledge of the Seller, there are no (a) pending investigations or enforcement actions instituted or threatened in writing by any government or regulatory authority in connection with Seller's manufacture of the Products; (b) product liability, breach of warranty or similar claims against Seller by a third party for injury to person or property pertaining to the Products; or (c) pending claims against Seller with respect to the Assigned License. Except as disclosed to Buyer, to the Knowledge of the Seller, Seller is not in default of the Assigned License.

5.1.6. Disclaimer of Warranties.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5.1 OR IN SECTION 2.3 (d), SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACQUIRED ASSETS, THE BUSINESS OR THE MANUFACTURE OR PACKAGING OF THE PRODUCTS, EXPRESS OR

IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND SELLER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT IT HAS NOT AND IS NOT RELYING UPON ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE, OR UPON ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO THE FUTURE PROSPECTS (FINANCIAL, REGULATORY OR OTHERWISE), OR THE LIKELIHOOD OF COMMERCIAL SUCCESS OF THE PRODUCTS OR THE MANUFACTURE THEREOF.

5.2. Representations and Warranties of Buyer.

Buyer hereby represents and warrants to Seller as follows:

5.2.1. Organization and Standing.

SHL Parent is an entity duly organized, validly existing, and in good standing under the laws of Israel. SHL Sub is an entity duly organized, validly existing, and in good standing under the laws of Ireland.

5.2.2. Power and Authority.

Buyer has all requisite power and authority to execute, deliver, and perform this Agreement and the other agreements and instruments to be executed and delivered by Buyer pursuant hereto and thereto and to consummate the transactions contemplated herein and therein. The execution, delivery, and performance of this Agreement by Buyer does not, and the consummation of the transactions contemplated hereby shall not, violate any provisions of Buyer's organizational documents, bylaws, any law or regulation applicable to Buyer, or any agreement, mortgage, lease, instrument, order, judgment, or decree to which Buyer is a party or by which Buyer is bound.

5.2.3. Corporate Action; Binding Effect.

Buyer has duly and properly taken all action required by law, Buyer's organizational documents, or otherwise, to authorize the execution, delivery, and performance of this Agreement and the other instruments to be executed and delivered by Buyer pursuant hereto and thereto and the consummation of the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Buyer and constitutes, and the

other instruments contemplated hereby when duly executed and delivered by Buyer shall constitute, legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as enforcement may be affected by bankruptcy, insolvency, or other similar laws and by general principles of equity.

5.2.4. Availability of Funds.

Buyer currently has, and as of the Closing Date shall have, immediately available funds necessary (a) to consummate the transactions contemplated by this Agreement and (b) to satisfy all of Buyer's post-Closing obligations under this Agreement.

5.2.5. Brokers.

No agent, broker, investment banker, financial advisor or other Person, is or shall be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement by reason of any action taken by or on behalf of Buyer or any Affiliates of Buyer.

5.3. Limitations on Representations and Further Acknowledgements.

(a) Seller does not make any representation or warranty as to the business prospects of the Products. Buyer has conducted its own thorough due diligence review and analysis, as Buyer deemed necessary and appropriate, of the Acquired Assets and of the business prospects of the Products. Buyer is not relying on any forecasts, marketing data, projections, estimates, offering brochures or materials, conversations with employees, management, or consultants, agents or brokers of Seller, market assessments, representations or warranties or other materials whether oral or written from Seller or Seller's agents, brokers or consultants as to the business prospects or potential of the Products or any other representations or warranties, express or implied, except as expressly set forth herein.

(b) Buyer further acknowledges that certain of the Acquired Assets are jointly owned with Buyer (or an Affiliate of Buyer) pursuant to the Development and Supply Agreement, and that Seller is merely transferring Seller's interest in such jointly owned property to Buyer in accordance with the terms and conditions of this Agreement. Seller makes no representations or warranties with respect to title to any such jointly owned property or any other Acquired Assets. Buyer further acknowledges that Seller makes no representations or warranties with respect to any of the rights licensed or granted to Seller pursuant to the

Assigned License, including the rights of the licensor in the intellectual property licensed to Seller thereunder.

ARTICLE 6 COVENANTS OF THE PARTIES

6.1. Governmental Filings; Responsibility for the Products.

(a) As promptly as practicable following the execution of this Agreement, Buyer agrees to prepare and file whatever filings, requests or applications are required or deemed advisable to be filed with any governmental authority, if any, in connection with the transactions contemplated by this Agreement, including the transfer of rights pursuant to Article 2 of this Agreement. Subject to Section 6.1 (g), Seller agrees to cooperate in good faith with Buyer as reasonably necessary to accomplish the foregoing, including if necessary to promptly provide a supporting letter to the FDA and other regulatory authorities (if applicable) authorizing the transfer of ownership. Without limiting the generality of the preceding, Buyer shall prepare and submit within sixty (60) days of the Closing Date the appropriate documentation to the regulatory authorities to notify them of the transfer ownership of the Regulatory Approvals to Buyer, all in a form reasonably acceptable to Seller (the "Transfer of Ownership Letter").

(b) Subject to Section 6.1 (g), Seller and Buyer shall: (i) cooperate in the taking of all necessary and proper steps to make such filings as required or deemed advisable pursuant to Section 6.1(a); and (ii) take, or cause to be taken, all actions, and to do or cause to be done, and to assist and cooperate with the other party in doing all things reasonably necessary, proper, and/or advisable under applicable law or otherwise (A) to consummate and make effective the transactions contemplated by this Agreement and (B) obtain from any governmental authority any non-actions, clearances, waivers, consents, approvals, authorizations, permits or orders required to be obtained in connection with the execution and performance of this Agreement or the transactions contemplated by this Agreement. In addition, subject to any and all applicable laws and confidentiality obligations, Seller agrees to provide Buyer with a written introduction substantially in the form of the sample letter attached hereto as Schedule I to third party vendors that Buyer reasonably identifies as having had a contractual or manufacturing relationship with Seller as it relates to either the Inventory and Equipment or other Acquired Assets.

(c) From and after the Closing Date, Buyer shall assume all regulatory responsibilities in connection with the Products and the Regulatory Approvals, including responsibility for (i) all periodic and annual reports or other regulatory filings with the FDA, and (ii) reporting any adverse events to the regulatory authorities in connection with the Products transferred to Buyer.

(d) Buyer shall list the Products with the FDA and other appropriate medical device regulatory authorities in accordance with applicable law and relevant implementing regulations and comply with all other requirements of such statutory and regulatory provisions before distributing any of the Products. Any costs or expenses incurred in connection with Buyer's obligations under this Section 6.1(d) shall be the sole responsibility of, and shall be paid by, Buyer.

(e) Except for Seller's obligations under Section 6.1 herein and for Seller actions reasonably required by governmental authorities in connection therewith, Seller shall have no obligation whatsoever in connection with any regulatory filings, requests or applications related to the Products.

(f) After the Closing, Seller promptly shall direct all complaints or inquiries concerning the Products to Buyer to the attention of Irit (Iki) Alroy, Chief Technical Officer, or such other person or persons as Buyer may specify from time to time by written notice to Seller.

(g) Notwithstanding any of the foregoing, or any other provision of this Agreement, excepting such administrative cooperation as providing supporting correspondence to applicable regulatory authorities authorizing the transfer of ownership, in the event that Buyer requests additional cooperation from the Seller pursuant to this Section 6.1, (i) any and all actions taken by the Seller in connection with such request for cooperation shall be at the Buyer's expense; (ii) prior to undertaking any actions in connection herewith at the Buyer's expense, Seller shall present to Buyer a quote for such services and obtain Buyer's written approval for such quote; (iii) Buyer shall pay either the Seller or the third party service provider submitting such quote directly in advance for the services described in the referenced quote; and (iv) Seller shall not be responsible for complying with any request for cooperation by Buyer for which Buyer does not approve or fund in accordance with the foregoing.

6.2. Publicity.

Except as otherwise required by law or applicable stock exchange requirements, for so long as this Agreement is in effect, neither Seller nor Buyer shall, and each of them shall cause their respective Affiliates, representatives and agents not to, issue or cause the publication of any press release or public announcement with respect to the transactions contemplated by this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld, delayed or conditioned.

6.3. Bulk Transfer Laws.

Seller and Buyer waive compliance with any bulk sales law or similar law in connection with the consummation of the transactions contemplated herein.

6.4. Confidential Information.

Each party shall not, and shall require that its advisors do not, use or reveal or disclose to third parties any Confidential Information without first obtaining the written consent of the other party, except as may be reasonably necessary in performing such party's obligations pursuant to this Agreement. Notwithstanding the foregoing, each party may disclose any Confidential Information to its Affiliates and its and their advisors on a need-to-know basis only, and such party shall be responsible for such Persons' compliance with the provisions of this paragraph with respect thereto. Each party shall take, and shall require its Affiliates and its and their advisors to take, reasonable steps to prevent any unauthorized use or disclosure of any Confidential Information. The foregoing obligations in this Section shall not apply to information which (a) is or becomes a matter of public knowledge through no fault of a party or any Person to whom such party provided such information, or (b) is required by applicable law or any governmental authority to be disclosed; *provided, however*, that the disclosing party uses commercially reasonable efforts to give the other party advance written notice of such required disclosure in sufficient time to enable the other party to seek confidential treatment for such information; and *provided further, however*, that the disclosing party limits the disclosure to that information which is required to be disclosed.

6.5 Access and Cooperation.

A party (the "Receiving Party") shall, upon reasonable prior written notice from the other party (the "Requesting Party"), and at the Requesting Party's sole expense, make available to the Requesting Party such information or records (or copies thereof) received from the Requesting Party in the Receiving Party's possession after the Closing, to the extent reasonably required for the purpose of assisting the Requesting Party in making any governmental filings or other matters with any governmental or regulatory authorities related to the Acquired Assets or the Products, to the extent required by this Agreement or applicable law.

**ARTICLE 7
CLOSING**

7.1. Closing.

The Closing shall take place on and as of the date of this Agreement (the "Closing Date")

7.2. Closing Deliveries of Seller.

At Closing, or, with regard to sub-paragraphs 7.2 (b), (c), (e) and (f) below, within a reasonable period after Closing, not to exceed sixty (60) days following the Closing Date, Seller shall deliver or cause to be delivered to Buyer, the following:

- (a) the Termination and Release Agreement;
- (b) the Assignment of Patents;
- (c) the Assignment of Trademarks;
- (d) the Bill of Sale;
- (e) copies of the Regulatory Approvals and Transferred Regulatory Documentation; and
- (f) introduction letters substantially in the form of the sample letter attached hereto as Schedule I to the third party vendors identified by Buyer pursuant to Section 6.1 (b).

7.3. Closing Deliveries of Buyer.

At Closing, or, with regard to sub-paragraph 7.3 (b), within a reasonable period after Closing, not to exceed thirty (30) days following the Closing Date, Buyer shall deliver or cause to be delivered to Seller, the following:

- (a) the Termination and Release Agreement;
- (b) a copy of a draft Transfer of Ownership Letter; and
- (c) an Assumption Agreement

**ARTICLE 8
INDEMNIFICATION**

8.1. Survival.

The representations and warranties of Seller and Buyer contained in this Agreement shall survive for a period of six (6) months from and after the Closing Date. The covenants and agreements of Seller and Buyer contained in this Agreement shall survive the Closing in accordance with their terms; provided, that Seller's obligations under Section 8.2(a) and Buyer's obligations under Section 8.3(a) shall terminate on the six (6) month anniversary of the Closing Date. Notwithstanding anything to the contrary, any representation, warranty or covenant which is the subject of a claim which is asserted in writing after the Closing Date, but within the survival periods specified in this Section 8.1, shall survive with respect to such claim or dispute until final resolution thereof.

8.2 Indemnification by Seller.

Subject to this Article 8, from and after the Closing Date, Seller shall indemnify, defend and hold Buyer harmless from and against any and all Damages incurred or suffered by the Buyer to the extent caused by third party claims resulting from:

- (a) any material breach of any representation or warranty made by Seller in this Agreement;
- (b) any material breach of any covenant, agreement or undertaking on the part of Seller contained in this Agreement; or
- (c) any failure to pay, perform or discharge any Excluded Liabilities.

8.3 Indemnification by Buyer.

Without limiting other obligations under this Agreement, and subject to this Article 8, from and after the Closing Date, Buyer shall indemnify, defend and hold Seller harmless from and against any and all Damages incurred or suffered by the Seller to the extent caused by third party claims resulting from:

- (a) any material breach of any representation or warranty made by Buyer in this Agreement;
- (b) any material breach of any covenant, agreement or undertaking on the part of Buyer contained in this Agreement; or

(c) any failure to pay, perform or discharge any Assumed Liabilities.

8.4 Procedures.

(a) Promptly after receipt by a party hereto of notice of any claim which could give rise to a right to indemnification pursuant to Section 8.2 or Section 8.3, such party (the "Indemnified Party") shall give the other party (the "Indemnifying Party") written notice describing the claim in reasonable detail. The failure of an Indemnified Party to give notice in the manner provided herein shall not relieve the Indemnifying Party of its obligations under this Article, except to the extent that such failure to give notice materially prejudices the Indemnifying Party's ability to defend such claim. The Indemnifying Party shall have the right, at its option, to compromise or defend, at its own expense and by its own counsel, any such matter involving the asserted liability of the party seeking such indemnification.

(b) If the Indemnifying Party shall undertake to compromise or defend any such asserted liability, it shall promptly (and in any event not less than ten (10) days after receipt of the Indemnified Party's original notice) notify the Indemnified Party in writing of its intention to do so, and the Indemnified Party agrees to cooperate fully with the Indemnifying Party and its counsel in the compromise or defense against any such asserted liability. All reasonable costs and expenses incurred in connection with such cooperation shall be borne by the Indemnifying Party.

(c) Notwithstanding the foregoing, if the Indemnifying Party (i) elects not to compromise or defend the asserted liability, or (ii) fails to notify the Indemnified Party of its election to compromise or defend as herein provided, the Indemnified Party shall have the right, at its option, to pay, compromise or defend such asserted liability by its own counsel and its reasonable costs, expenses, and any payment made therewith shall be included as part of the indemnification obligation of the Indemnifying Party hereunder.

(d) The Indemnified Party shall have at all times the right to participate fully in the defense, at its own expense, provided, however, that the Indemnifying Party shall pay the legal fees of one counsel for the Indemnified Party if the Indemnified Party has been advised by counsel that there would be a conflict of interest in having the same counsel represent the Indemnified Party and the Indemnifying Party. In connection with the defense of any claim, each party shall make available to the party controlling the defense any books, records or other documents within its control that are necessary or appropriate for such defense; provided, however, any such books, records or other documents which are made available hereunder shall be held in strict confidence by the receiving party and

such disclosure obligation shall apply only to the extent that such books, records or other documents relate to the Products.

(e) Notwithstanding anything to the contrary in this Section 8.4, (i) the party conducting the defense of a claim shall (A) keep the other party informed on a reasonable and timely basis as to the status of the defense of such claim (but only to the extent such other party is not participating jointly in the defense of such claim), and (B) conduct the defense of such claim in a prudent manner, and (ii) the Indemnifying Party shall not cease to defend, settle or otherwise dispose of any claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld).

8.5 Indemnification Payment Adjustments.

The amount of any damages for which indemnification is provided under this Article 8 shall be reduced by the insurance proceeds received and any other amount recoverable by the Indemnified Party with respect to any Damages. If any Indemnified Party shall have received any payment pursuant to this Article 8 with respect to any Damages and shall subsequently have received insurance proceeds or other amounts with respect to such Damages, then such Indemnified Party shall pay to the Indemnifying Party an amount equal to the difference (if any) between (a) the sum of the amount of those insurance proceeds or other amounts received and the amount of the payment by such Indemnifying party pursuant to this Article 8 with respect to such Damages and (b) the amount necessary to fully and completely indemnify and hold harmless such Indemnified Party from and against such Damages; provided, however, in no event shall such Indemnified Party have any obligation pursuant to this sentence to pay to such Indemnifying Party an amount greater than the amount of the payment by such Indemnifying Party pursuant to this Article 8 with respect to such Damages.

8.6 No Offset.

If any matter as to which Buyer may be able to assert a claim is pending or unresolved at the time any payment is due from Buyer to Seller under this Agreement or otherwise, Buyer shall have no right to offset, deduct, counterclaim or otherwise withhold from such payment due to Seller any amount with respect to any pending or unresolved claims whether or not such claims arise out of or relate to this Agreement or any other matter.

8.7 Further Limitations.

(a) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR THE INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR OTHER SPECIAL DAMAGES, LOST PROFITS,

DAMAGE TO GOODWILL OR LOSS OF BUSINESS OF THE OTHER PARTY, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THE BREACH OF ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS SET FORTH HEREIN. THE CUMULATIVE LIABILITY OF ONE PARTY TO THE OTHER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO SELLER BY BUYER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES RESULTING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

(b) Buyer and Seller shall maintain at its own expense insurance coverage, whether by programs of insurance, or through self-insurance, adequate to satisfy their respective indemnification obligations hereunder. Maintenance of such insurance coverage shall not relieve Buyer or Seller of any responsibility under this Agreement for Liabilities in excess of insurance limits or otherwise. If any Liabilities are covered by insurance, Buyer and Seller shall exhaust claims against such policies.

(c) Each party agrees to use reasonable efforts to mitigate any Damages that form the basis for any claim for indemnification hereunder.

8.8 Sole and Exclusive Remedy.

Except for the rights to specific performance provided in Section 9.1, from and after the Closing Date, the indemnification rights provided in Article 8 of this Agreement shall be the sole and exclusive remedy available under contract, tort or any other legal theory to Buyer (and Buyer's Affiliates) and Seller (and Seller's Affiliates) and their respective officers, directors, employees, agents and representatives with respect to any Damages, including any debts, liabilities, damages, obligations, claims, demands, judgments, and settlements, whether asserted by third parties or incurred or sustained in the absence of third-party claims, including all costs and expenses, including interest, penalties, attorneys' fees and any amounts paid in investigation, defense or settlement of any of the foregoing incurred or sustained pursuant to or in connection with this Agreement or the transactions contemplated hereby including any claims for breaches of representations, warranties, covenants or agreements contained in this Agreement, or any certificate delivered pursuant to this Agreement or otherwise in connection with this Agreement.

**ARTICLE 9
MISCELLANEOUS**

9.1. Specific Performance.

Seller and Buyer acknowledge and agree that Seller and Buyer would be irreparably damaged if any of the covenants under this Agreement are not performed in accordance with their terms and that any default under or failure to perform or comply with any such covenant by Seller or Buyer would not be adequately compensated in all cases by monetary damages alone. Accordingly, subject to the provisions of Article 8, Seller and Buyer shall be entitled to enforce any of the covenants set forth in this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent any breach of any of such covenants, without posting any bond or other undertaking.

9.2. Notices.

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, prepaid telex, cable, courier, telegram or facsimile and confirmed in writing, or mailed first class, postage prepaid, by registered or certified mail, return receipt requested (mailed notices and notices sent by telex, cable or telegram shall be deemed to have been given on the date received) as follows:

If to Buyer, as follows:

SHL Telemedicine International Ltd.
Ashdar Building
90 IGAL ALON Street
Tel Aviv 67891
Israel
Telephone: 972-3-5612212
Facsimile: 972-3-6242414
Attn: Erez Nachtoy, Executive Vice President

If to Seller, as follows:

c/o King Pharmaceuticals, Inc.
501 Fifth Street
Bristol, Tennessee 37620
Telephone: (423) 989-8000
Facsimile: (423) 990-2566
Attn: Legal Department

or in any case to such other address or addresses as hereafter shall be furnished as provided in this Section 9.2 by any party hereto to the other party.

9.3. Entire Agreement.

This Agreement, including the Annex and Schedules hereto, the Termination and Release Agreement, the Assumption and Assignment Agreement and any other agreement executed by the parties in connection with this Agreement that specifically references this Agreement, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings of the parties relating thereto.

9.4. Amendment.

This Agreement may be modified or amended only by written agreement of the parties hereto.

9.5. No Third-Party Rights.

No provision of this Agreement shall be deemed or construed in any way to result in the creation of any rights in or obligations of any Person not a party to this Agreement.

9.6. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither Seller nor Buyer may assign any of its rights, duties or obligations hereunder without the prior written consent of the other, which consent may be withheld in the other's sole discretion. Any purported assignment without a required consent shall be void. Any permitted assignee shall assume all obligations of its assignor under this Agreement. No assignment of this Agreement or of any rights hereunder shall relieve the assigning party of any of its Liabilities hereunder.

9.7. Governing Law; Consent to Jurisdiction.

(a) This Agreement, the rights of the parties and all claims, actions, causes of action or suits, litigation, controversies, investigations, hearings, charge, complaints, demands, notices or proceedings arising in whole or in part under or in connection herewith, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(b) The parties irrevocably submit to the exclusive jurisdiction of any court located in New York, New York, or the United States Federal Court sitting in the Southern District of New York (and of the appropriate appellate courts therefrom) over any suit, action or proceeding arising out of or relating to this Agreement. Each of the parties consents to process being served in any such suit, action or proceeding by serving a copy thereof upon the agent for service of process; provided, that to the extent lawful and possible, written notice of such service will also be mailed to such party, as the case may be. Each of the parties agrees that such service will be deemed in every respect effective service of process upon such party in any such suit, action or proceeding and will be taken and held to be valid personal service upon such party. Nothing in this subsection will affect or limit any right to serve process in any manner permitted by law, or to enforce in any lawful manner a judgment obtained in a court described in this Section 9.7 in any other jurisdiction. Each of the parties waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in a court located in New York, New York or the United States Federal Court sitting in the Southern District of New York.

9.8. Fees and Expenses.

Regardless of whether or not the transactions contemplated by this Agreement are consummated, except as may be otherwise specified herein, each party shall bear its own fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

9.9. Further Assurances.

Each party shall execute and deliver such additional instruments and other documents and use all commercially reasonable efforts to take or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable law to consummate the transactions contemplated hereby.

9.10. Interpretation.

The parties hereto acknowledge and agree that: (a) each party and its representatives have reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the terms and provisions of this Agreement shall be construed fairly as to each party hereto and not in favor of or against either party regardless of which party was generally responsible for the preparation or drafting of this Agreement; (c) all section titles or captions contained in this Agreement or in any Appendix or Schedule referred to herein or annexed to this Agreement are for convenience only, shall not be deemed a part of this Agreement and shall not affect the meaning or interpretation of this Agreement;

and (d) each Schedule hereto is incorporated by reference and made a part of this Agreement.

9.11. No Joint Venture.

Nothing contained herein shall be deemed to create any joint venture or partnership between the parties hereto, and, except as is expressly set forth herein, neither party shall have any right by virtue of this Agreement to bind the other party in any manner whatsoever.

9.12. Severability.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective while this Agreement remains in effect, the legality, validity and enforceability of the remaining provisions shall not be affected thereby.

9.13. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument.

[The remainder of this page intentionally left blank.]

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

SELLER:

MERIDIAN MEDICAL
TECHNOLOGIES, INC.

By: _____
Name: _____
Title: _____

MERIDIAN MEDICAL
TECHNOLOGIES LIMITED

By: _____
Name: _____
Title: _____

KING PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

BUYER:

SHL TELEMEDICINE
INTERNATIONAL

By: _____
Name: _____
Title: _____

SHL TELEMEDICINE GLOBAL
TRADING, LTD.

By: _____
Name: _____
Title: _____

ANNEX I

Definitions

“Acquired Assets” means those assets identified in Section 2.1.

“Affiliates” means, with respect to any Person or Persons directly or indirectly controlling, controlled by, or under common control with, such Person. For purposes hereof, the term “controlled” (including the terms “controlling”, “controlled by” and “under common control with”), as used with respect to any Person, shall mean the direct or indirect ability or power to direct or cause the direction of management policies of such Person or otherwise direct the affairs of such Person, whether through ownership of voting securities or otherwise.

“Assigned License” means the license agreement listed on Schedule B.

“Assigned Patents” means the patent registrations and patent applications listed on Schedule C.

“Assigned Trademarks” means the registered trademarks listed on Schedule D.

“Assignment of Patents” means that certain Assignment of Patents executed by Seller in favor of the Buyer in connection with this Agreement.

“Assignment of Trademarks” means that certain Assignment of Trademarks, executed by Seller in favor of the Buyer in connection with this Agreement.

“Assumed Liabilities” has the meaning set forth in Section 3.1.

“Assumption and Assignment Agreement” means the Assumption and Assignment Agreement dated as of the Closing Date between Seller and Buyer, pursuant to which the Buyer assumes certain liabilities in connection with the Acquired Assets.

“Bill of Sale” means that certain Bill of Sale, dated as of the Closing Date and executed by Seller.

“Closing” means the consummation of the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities, all as contemplated by this Agreement.

“Closing Date” has the meaning set forth in Section 7.1.

“Confidential Information” means all know-how and any proprietary or trade secret information or data relating to the Products, a party’s business or such other information that either party identifies to the other in writing as confidential.

“Damages” means any and all costs, losses, damages, claims, liabilities, fines, penalties and expenses, court costs, and reasonable fees and disbursements of counsel, consultants and expert witnesses incurred by a party hereto.

“Development and Supply Agreement” means that certain Agreement dated January 1, 2000, by and between MMT US and SHL Parent, as amended or modified.

“Encumbrances” means any liens, claims, security interests, restrictions or defects in title.

“Equipment” means the equipment identified on Schedule E.

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Liabilities” has the meaning set forth in Section 3.2.

“FDA” means the United States Food and Drug Administration and any successor agency or entity that may be established hereafter.

“Indemnified Party” has the meaning set forth in Section 8.4(a).

“Indemnifying Party” has the meaning set forth in Section 8.4(a).

“Inventory” means all rights of Seller in the inventory of components of the Products that are owned by Seller and in Seller’s possession as of the Closing Date, all as listed on Schedule E.

“Joint Know-How” means the know-how related exclusively to the manufacturing of the Products that was created under the Development and Supply Agreement.

“Knowledge” means, when used in connection with any Seller with respect to any matter in question, the actual knowledge of any of the Persons that are identified in Schedule H attached hereto after that Person or Persons have undertaken a reasonable level of investigation and due diligence as would be reasonably required to support the representations made in Section 5.1.5.

“Liabilities” means, as to any Person, all debts, adverse claims, liabilities and obligations, direct, indirect, absolute or contingent of such Person, whether accrued,

vested or otherwise, whether in contract, tort, strict liability or otherwise and whether or not actually reflected, or required by generally accepted accounting principles to be reflected, in such Person's balance sheets or other financial books and records.

"Person" means a natural person, a corporation, a partnership, a trust, a joint venture, a limited liability company, any governmental authority or any other entity or organization.

"Products" means the products listed on Schedule A. "Product" means any of the foregoing individually.

"Purchase Price" has the meaning set forth in Section 4.1.

"Receiving Party" has the meaning set forth in Section 6.5.

"Regulatory Approvals" means the clearance of the 510(k) application for the Products set forth on Schedule F.

"Requesting Party" has the meaning set forth in Section 6.5.

"Termination and Release Agreement" means the Termination and Release Agreement dated as of the Closing Date between Seller and Buyer, pursuant to which the Development and Supply Agreement shall be terminated and the parties shall release each other from all claims thereunder, all subject to the terms and conditions therein.

"Transfer of Ownership Letter" has the meaning set forth in Section 6.1(a).

"Transferred Product Files" means the production procedures, parts lists, supplier details and other information set forth on Schedule G, in each case related solely and exclusively to the Products and in Seller's possession as of the Closing Date.

ASSET PURCHASE AGREEMENT
BY AND AMONG
MERIDIAN MEDICAL TECHNOLOGIES, INC.,
MERIDIAN MEDICAL TECHNOLOGIES LIMITED,
KING PHARMACEUTICALS, INC.
SHL TELEMEDICINE GLOBAL TRADING and
SHL TELEMEDICINE INTERNATIONAL

Dated as of May ____, 2008

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