

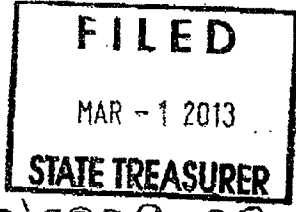
## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/01/2013		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	ATEK Medical, LLC		03/01/2013
			LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	Vention Medical, Inc.		
Street Address:	6 Century Road		
City:	South Plainfield		
State/Country:	NEW JERSEY		
Postal Code:	07080		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3786300	ATEK MEDICAL
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	214338-21		
NAME OF SUBMITTER:	Oscar Ruiz		

CH \$40.00 3786300

Signature:	/Oscar Ruiz/
Date:	04/04/2013
<b>Total Attachments: 20</b> source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page1.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page2.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page3.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page4.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page5.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page6.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page7.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page8.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page9.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page10.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page11.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page12.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page13.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page14.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page15.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page16.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page17.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page18.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page19.tif source=Merger Docs (ATEK Medical-Vention Medical, Inc.)#page20.tif	



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UMC-2 11/03

New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Profit Corporations)

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue's office.

1. Type of Filing (check one): [X] Merger [ ] Consolidation

2. Name of Surviving Business Entity: Vention Medical, Inc.

3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:

Table with 3 columns: Name, Jurisdiction, Identification # Assigned by Treasurer (if applicable). Rows include Vention Medical, Inc. (New Jersey, 0100096385) and ATEK Medical, LLC (Minnesota).

4. Date Merger/Consolidation adopted: February 19, 2013

5. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name Vention Medical, Inc. Outstanding Shares 1,517,933
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For \_\_\_\_\_ Voting Against \_\_\_\_\_ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [X]

-b Co. Name ATEK Medical, LLC Outstanding membership units 10,000
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For \_\_\_\_\_ Voting Against \_\_\_\_\_ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [X]

-c Corp. Name \_\_\_\_\_ Outstanding Shares \_\_\_\_\_
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For \_\_\_\_\_ Voting Against \_\_\_\_\_ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [ ]

6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

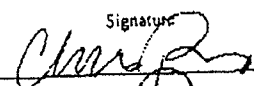
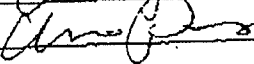
The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

Certificate of Merger/Consolidation

UMC-2

Page 2

7. Effective Date (see inst.): March 1, 2013

Signature	Name	Title	Date
	Christopher S.L. Pusey	VP/Sec. (Vention Medical)	2/19/13
	Christopher S.L. Pusey	VP/Sec. (ATEK Medical)	2/19/13

\*\*Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**") is made and entered into as of February 19, 2013 by and between Vention Medical, Inc. (f/k/a The MedTech Group, Inc.), a New Jersey corporation (the "**Surviving Company**"), and ATEK Medical, LLC, a Minnesota limited liability company (the "**Merged Entity**"). Merged Entity and Surviving Company are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

### RECITALS

**WHEREAS**, Surviving Company is a corporation duly organized and existing under the laws of the State of New Jersey;

**WHEREAS**, Merged Entity is a limited liability company duly organized and existing under the laws of the State of Minnesota and a wholly owned subsidiary of the Surviving Company;

**WHEREAS**, Surviving Company is a direct wholly-owned subsidiary of Vention Medical Acquisition Co., a Delaware corporation ("**Parent**"); and

**WHEREAS**, (i) Parent, as the sole shareholder of Surviving Company, (ii) the Board of Directors of Surviving Company, (iii) the Board of Governors of Merged Entity, and (iv) Surviving Company, as the sole member of Merged Entity, have each approved and determined that it is advisable and in the best interests of each of Merged Entity and Surviving Company, that Merged Entity merge with and into Surviving Company, with Surviving Company being the surviving corporation, upon the terms and conditions provided herein and subject to the provisions of Section 322B.72 of the Minnesota Limited Liability Company Act (the "**MLLCA**") and Section 10-14 of the New Jersey Business Corporation Act (the "**NJBCA**").

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth herein, the Parties hereby agree as follows, pursuant to the laws of the States of Minnesota and New Jersey, that the above-described transactions shall be consummated subject to and in accordance with the following terms and conditions of this Agreement and that (i) Surviving Company and Merged Entity will each execute and file a certificate of merger (the "**Certificate of Merger**"), which Certificate of Merger shall be filed with the New Jersey Division of Revenue and (ii) Surviving Company and Merged Entity will each execute articles of merger (the "**Articles of Merger**"), which Articles of Merger shall be filed with the Secretary of State of the State of Minnesota, each as required by law.

### ARTICLE I THE MERGER

1.1 **Merger**. At the Effective Time (as defined below) and in accordance with the provisions of this Agreement, Section 322B.76 of the MLLCA and Section 10-14 of the NJBCA, (a) Merged Entity shall be merged with and into Surviving Company and the separate existence of Merged Entity shall cease (the "**Merger**"), and (b) Surviving Company shall survive the Merger and continue to be a corporation governed by and existing under the laws of the State of New Jersey.

1.2 **Filings**. Promptly following the execution of this Agreement, (i) Surviving Company and Merged Entity shall each execute and file with the New Jersey Division of Revenue the Certificate of Merger attached as Exhibit A hereto and (ii) Surviving Company and Merged Entity shall each

execute and file with the Secretary of State of the State of Minnesota the Articles of Merger attached as Exhibit B hereto.

1.3 Effectiveness. The Merger shall become effective at 12:01 a.m., Central Daylight Time on March 1, 2013 (the "**Effective Time**") and shall have the effects specified in Section 322B.75 of the MLLCA and Section 10-6 of the NJBCA.

## ARTICLE II ORGANIZATIONAL DOCUMENTS, MANAGEMENT

2.1 Certificate of Incorporation. The certificate of incorporation of Surviving Company shall be the certificate of incorporation of Surviving Company after the Merger (without any change) until amended in accordance with the provisions thereof and of applicable law.

2.2 Bylaws. The bylaws of Surviving Company in effect immediately prior to the Effective Time shall continue in full force and effect as the bylaws of Surviving Company (without any change) until duly amended in accordance with the provisions thereof and applicable law.

2.3 Officers and Directors. The officers and directors of Surviving Company immediately prior to the Effective Time shall continue to serve as such until their successors shall have been duly elected and qualified or until as otherwise provided by the NJBCA or the bylaws of Surviving Company.

## ARTICLE III EFFECT ON CAPITAL STOCK

3.1 Surviving Company Ownership. Upon the Effective Time, each membership interest of Merged Entity issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without consideration or any further action by either of the Parties, automatically be cancelled and shall cease to exist, and any certificates evidencing ownership thereof shall be void and of no effect. The issued and outstanding shares of capital stock of Surviving Company shall not be affected by virtue of the Merger.

## ARTICLE IV MISCELLANEOUS

4.1 Further Actions. If at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest Surviving Company with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Parties, the officers and directors of Surviving Company are fully authorized in the name of Merged Entity, Surviving Company or otherwise, to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

4.2 Counterparts. In order to facilitate the filing and recording of the Certificate of Merger and the Articles of Merger, the same, or this Agreement, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.3 Entire Agreement. This Agreement constitutes and contains the entire agreement of the Parties and supersedes any and all prior negotiations, correspondence understandings and agreements between the Parties respecting the subject matter hereof.

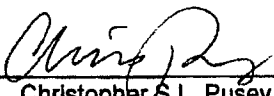
4.4 Governing Law. This Agreement and the transactions contemplated hereby shall be governed by, and shall be construed in accordance with, the laws of the State of New Jersey without regard to its principles of conflicts of law.

4.5 Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

[Signature Page to Follow]

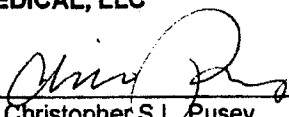
**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first set forth above.

**VENTION MEDICAL, INC.**

By:   
Name: Christopher S.L. Pusey  
Title: Vice President and Secretary

Date: February 19, 2013

**ATEK MEDICAL, LLC**

By:   
Name: Christopher S.L. Pusey  
Title: Vice President and Secretary

Date: February 19, 2013

[Signature Page to the Agreement and Plan of Merger - ATEK Medical]



**EXHIBIT A**  
**CERTIFICATE OF MERGER**

[Attached]

New Jersey Division of Revenue
Certificate of Merger/Consolidation
(Profit Corporations)

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue's office.

1. Type of Filing (check one): [X] Merger [ ] Consolidation

2. Name of Surviving Business Entity: Vention Medical, Inc.

3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:

Table with 4 columns: Name, Jurisdiction, Identification # Assigned by Treasurer (if applicable). Rows include Vention Medical, Inc. (New Jersey, 0100096385) and ATEK Medical, LLC (Minnesota, 38436-LLC).

4. Date Merger/Consolidation adopted: February 19, 2013

5. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name Vention Medical, Inc. Outstanding Shares 1,517,933
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For \_\_\_\_\_ Voting Against \_\_\_\_\_ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [X]

-b Co. Name ATEK Medical, LLC Outstanding membership units 10,000
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For \_\_\_\_\_ Voting Against \_\_\_\_\_ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [X]

-c Corp. Name \_\_\_\_\_ Outstanding Shares \_\_\_\_\_
If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For \_\_\_\_\_ Voting Against \_\_\_\_\_ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) [ ]

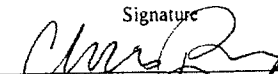
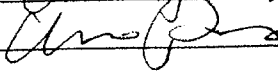
6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

7. Effective Date (see inst.): **March 1, 2013**

Signature	Name	Title	Date
	<u>Christopher S.L. Pusey</u>	<u>VP/Sec. (Vention Medical)</u>	<u>2/19/13</u>
	<u>Christopher S.L. Pusey</u>	<u>VP/Sec. (ATEK Medical)</u>	<u>2/19/13</u>
_____	_____	_____	_____
_____	_____	_____	_____

\*\*Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

NJ Division of Revenue, PO Box 308, Trenton NJ 08646

**EXHIBIT B**  
**ARTICLES OF MERGER**

[Attached]

**ARTICLES OF MERGER**  
**OF**  
**ATEK MEDICAL, LLC**  
**(a Minnesota limited liability company)**

**WITH AND INTO**  
**VENTION MEDICAL, INC.**  
**(a New Jersey corporation)**

**UNDER SECTION 322B.73 OF THE**  
**LIMITED LIABILITY COMPANY ACT**  
**OF THE STATE OF MINNESOTA**

**AND**

**SECTION 14A:10-4.1 OF THE**  
**NEW JERSEY BUSINESS CORPORATION ACT**

Pursuant to Section 322B.73 of the Minnesota Limited Liability Company Act (the “**MLLCA**”) and Section 14A:10-4.1 of the New Jersey Business Corporation Act (the “**NJBCA**”), Vention Medical, Inc., a New Jersey corporation (the “**Surviving Corporation**”), and ATEK Medical, LLC, a Minnesota limited liability company (the “**Merged Entity**”) hereby certify to the following information relating to the merger of the Merged Entity with and into the Surviving Corporation (the “**Merger**”), pursuant to the Agreement and Plan of Merger, by and between the Surviving Corporation and the Merged Entity, dated as of February 19, 2013 (the “**Merger Agreement**”).

1. The constituent business organizations participating in the Merger (the “**Constituent Organizations**”) are:
  - (i) Vention Medical, Inc., a corporation incorporated and existing under the laws of the State of New Jersey; and
  - (ii) ATEK Medical, LLC, a limited liability company organized and existing under the laws of the State of Minnesota.
2. The Merger Agreement has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid Constituent Organizations in accordance with the provisions of Section 14A:10-3 of the NJBCA and 322B.72 of the MLLCA.
3. The Surviving Corporation in the Merger is the Surviving Corporation, which will continue its existence as the Surviving Corporation under its present name upon the effective time and date of the Merger pursuant to the provisions of the NJBCA and the MLLCA.

4. The Merger shall be effective at 12:01 a.m., Central Daylight Time on March 1, 2013.

5. The Certificate of Incorporation of the Surviving Corporation, as in force and effect immediately prior to the filing of the Articles of Merger with the Secretary of State of the State of Minnesota, shall be the Certificate of Incorporation of the Surviving Corporation until amended and changed pursuant to the provisions of the NJBCA.

6. The Surviving Corporation agrees that it may be served with process in Minnesota in a proceeding for the enforcement of an obligation of a Constituent Organization and in a proceeding for the enforcement of the rights of a dissenting security holder of a Constituent Organization against the Surviving Corporation.

7. The Surviving Corporation will promptly pay to the dissenting security holders of the Merged Entity the amount, if any, to which they are entitled under Section 302A.473 of the MLLCA.

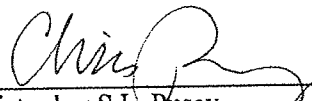
8. The Surviving Corporation hereby irrevocably appoints the Secretary of State as its agent to accept service of process in any proceeding. Copies of all service of process documents should be sent to Vention Medical, Inc., 6 Century Road, South Plainfield, NJ 07080, Attn: General Counsel.

9. The executed Merger Agreement is attached hereto as Exhibit A.


[Signature Page Follows]

IN WITNESS WHEREOF, the Constituent Organizations have caused this certificate to be executed on this 19<sup>th</sup> day of February, 2013.

**Vention Medical, Inc.**

By:   
Name: Christopher S.L. Pusey  
Title: Vice President and Secretary

**ATEK Medical, LLC**

By:   
Name: Christopher S.L. Pusey  
Title: Vice President and Secretary

[Signature Page to Articles of Merger (MN) of ATEK Medical into Vention Medical]

**TRADEMARK**  
**REEL: 004998 FRAME: 0984**

**EXHIBIT A**

**AGREEMENT AND PLAN OF MERGER**

(See Attached)



## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**") is made and entered into as of February 19, 2013 by and between Vention Medical, Inc. (f/k/a The MedTech Group, Inc.), a New Jersey corporation (the "**Surviving Company**"), and ATEK Medical, LLC, a Minnesota limited liability company (the "**Merged Entity**"). Merged Entity and Surviving Company are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

### RECITALS

**WHEREAS**, Surviving Company is a corporation duly organized and existing under the laws of the State of New Jersey;

**WHEREAS**, Merged Entity is a limited liability company duly organized and existing under the laws of the State of Minnesota and a wholly owned subsidiary of the Surviving Company;

**WHEREAS**, Surviving Company is a direct wholly-owned subsidiary of Vention Medical Acquisition Co., a Delaware corporation ("**Parent**"); and

**WHEREAS**, (i) Parent, as the sole shareholder of Surviving Company, (ii) the Board of Directors of Surviving Company, (iii) the Board of Governors of Merged Entity, and (iv) Surviving Company, as the sole member of Merged Entity, have each approved and determined that it is advisable and in the best interests of each of Merged Entity and Surviving Company, that Merged Entity merge with and into Surviving Company, with Surviving Company being the surviving corporation, upon the terms and conditions provided herein and subject to the provisions of Section 322B.72 of the Minnesota Limited Liability Company Act (the "**MLLCA**") and Section 10-14 of the New Jersey Business Corporation Act (the "**NJBCA**").

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth herein, the Parties hereby agree as follows, pursuant to the laws of the States of Minnesota and New Jersey, that the above-described transactions shall be consummated subject to and in accordance with the following terms and conditions of this Agreement and that (i) Surviving Company and Merged Entity will each execute and file a certificate of merger (the "**Certificate of Merger**"), which Certificate of Merger shall be filed with the New Jersey Division of Revenue and (ii) Surviving Company and Merged Entity will each execute articles of merger (the "**Articles of Merger**"), which Articles of Merger shall be filed with the Secretary of State of the State of Minnesota, each as required by law.

### ARTICLE I THE MERGER

1.1 **Merger**. At the Effective Time (as defined below) and in accordance with the provisions of this Agreement, Section 322B.76 of the MLLCA and Section 10-14 of the NJBCA, (a) Merged Entity shall be merged with and into Surviving Company and the separate existence of Merged Entity shall cease (the "**Merger**"), and (b) Surviving Company shall survive the Merger and continue to be a corporation governed by and existing under the laws of the State of New Jersey.

1.2 **Filings**. Promptly following the execution of this Agreement, (i) Surviving Company and Merged Entity shall each execute and file with the New Jersey Division of Revenue the Certificate of Merger attached as Exhibit A hereto and (ii) Surviving Company and Merged Entity shall each

execute and file with the Secretary of State of the State of Minnesota the Articles of Merger attached as Exhibit B hereto.

1.3 Effectiveness. The Merger shall become effective at 12:01 a.m., Central Daylight Time on March 1, 2013 (the "**Effective Time**") and shall have the effects specified in Section 322B.75 of the MLLCA and Section 10-6 of the NJBCA.

## ARTICLE II ORGANIZATIONAL DOCUMENTS, MANAGEMENT

2.1 Certificate of Incorporation. The certificate of incorporation of Surviving Company shall be the certificate of incorporation of Surviving Company after the Merger (without any change) until amended in accordance with the provisions thereof and of applicable law.

2.2 Bylaws. The bylaws of Surviving Company in effect immediately prior to the Effective Time shall continue in full force and effect as the bylaws of Surviving Company (without any change) until duly amended in accordance with the provisions thereof and applicable law.

2.3 Officers and Directors. The officers and directors of Surviving Company immediately prior to the Effective Time shall continue to serve as such until their successors shall have been duly elected and qualified or until as otherwise provided by the NJBCA or the bylaws of Surviving Company.

## ARTICLE III EFFECT ON CAPITAL STOCK

3.1 Surviving Company Ownership. Upon the Effective Time, each membership interest of Merged Entity issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without consideration or any further action by either of the Parties, automatically be cancelled and shall cease to exist, and any certificates evidencing ownership thereof shall be void and of no effect. The issued and outstanding shares of capital stock of Surviving Company shall not be affected by virtue of the Merger.

## ARTICLE IV MISCELLANEOUS

4.1 Further Actions. If at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest Surviving Company with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Parties, the officers and directors of Surviving Company are fully authorized in the name of Merged Entity, Surviving Company or otherwise, to take, and will take, all such lawful and necessary action, so long as such action is not inconsistent with this Agreement.

4.2 Counterparts. In order to facilitate the filing and recording of the Certificate of Merger and the Articles of Merger, the same, or this Agreement, may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

4.3 Entire Agreement. This Agreement constitutes and contains the entire agreement of the Parties and supersedes any and all prior negotiations, correspondence understandings and agreements between the Parties respecting the subject matter hereof.

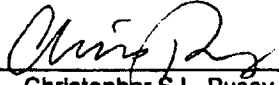
4.4 Governing Law. This Agreement and the transactions contemplated hereby shall be governed by, and shall be construed in accordance with, the laws of the State of New Jersey without regard to its principles of conflicts of law.

4.5 Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

[Signature Page to Follow]

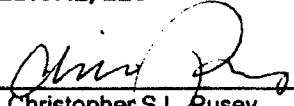
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

**VENTION MEDICAL, INC.**

By:   
Name: Christopher S.L. Pusey  
Title: Vice President and Secretary

Date: February 19, 2013

**ATEK MEDICAL, LLC**

By:   
Name: Christopher S.L. Pusey  
Title: Vice President and Secretary

Date: February 19, 2013



**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

NOVEMBER 14, 2011

PTAS

OSCAR RUIZ C/O KATTEN MUCHIN ROSENMAN  
525 WEST MONROE STREET  
CHICAGO, IL 60661

**900206904**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 11/10/2011

REEL/FRAME: 4659/0185  
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 214338-21

ASSIGNOR:  
ATEK MEDICAL, LLC

DOC DATE: 11/10/2011  
CITIZENSHIP: MINNESOTA  
ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:  
MADISON CAPITAL FUNDING LLC, AS  
AGENT  
30 SOUTH WACKER DRIVE, SUITE 3700  
CHICAGO, ILLINOIS 60606

CITIZENSHIP: DELAWARE  
ENTITY: LIMITED LIABILITY COMPANY

SERIAL NUMBER: 78882240  
REGISTRATION NUMBER: 3786300  
MARK: ATEK MEDICAL  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 05/12/2006  
REGISTRATION DATE: 05/04/2010

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

**SCHEDULE A**

**Trademark Registrations**

<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
ATEK MEDICAL ATEK Medical	78,882,240	May 12, 2006	3,786,300	May 4, 2010	U.S.

**Trademark Applications**

None.

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