TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356180

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/12/2013

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
T-DOC Company, LLC		09/12/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LABORIE MEDICAL TECHNOLOGIES CORP.
Street Address:	400 Avenue D, Suite 10
City:	Williston
State/Country:	VERMONT
Postal Code:	05495
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2684531	T-DOC

OP $40.00 2684531

CORRESPONDENCE DATA

Fax Number: 4125666099

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 4125666000
Email: ipmail@eckertseamans.com
Correspondent Name: ECKERT SEAMANS CHERIN & MELLOTT, LLC
Address Line 1: 600 GRANT STREET
Address Line 2: 44TH FLOOR
Address Line 4: PITTSBURGH, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	285374-00001
NAME OF SUBMITTER:	David V. Radack
SIGNATURE:	/David V. Radack/
DATE SIGNED:	09/22/2015

Total Attachments: 84
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AGREEMENT AND PLAN OF MERGER

by and among

LABORIE MEDICAL TECHNOLOGIES CORP.,

T-DOC ACQUISITION, LLC,

T-DOC COMPANY, LLC,

T-DOC INVESTORS, LLC,

THE RUSSELL LALLI IRREVOCABLE DEED OF TRUST DATED DECEMBER 14, 2012, LISA LALLI AND STEPHEN ANDREW LALLI, TRUSTEES,

THE LISA LALLI IRREVOCABLE DEED OF TRUST DATED DECEMBER 14, 2012, RUSSELL LALLI AND STEPHEN ANDREW LALLI, TRUSTEES,

DR. TIMOTHY B. MCKINNEY,

W. DAN PARKER,

AND

RUSSELL S. LALLI, IN HIS INDIVIDUAL CAPACITY AND AS THE EQUITYHOLDERS REPRESENTATIVE

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Exhibits

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of September 12, 2013, by and among Laborie Medical Technologies Corp., a Delaware corporation ("Buyer"), T-DOC Acquisition, LLC, a Delaware limited liability company ("Merger Sub"), T-DOC Company, LLC, a Delaware limited liability company (the "Company"), T-DOC Investors, LLC, a Delaware limited liability company ("Investors"), The Russell Lalli Irrevocable Deed of Trust dated December 14, 2012, Lisa Lalli and Stephen Andrew Lalli, Trustees, and The Lisa Lalli Irrevocable Deed of Trust dated December 14, 2012, Russell Lalli and Stephen Andrew Lalli, Trustees (collectively the "Lalli Trusts"), Dr. Timothy B. McKinney and W. Dan Parker (the Lalli Trusts, Dr. Timothy B. McKinney and W. Dan Parker, collectively, the "Managing Equityholders," and each a "Managing Equityholder") and Russell S. Lalli, in his individual capacity ("Lalli") and as Equityholders Representative. The Company, the Managing Equityholders and Lalli are referred to individually as a "Selling Party" and collectively as "Selling Parties".

A. The Company and its Subsidiaries are presently engaged in the business of the development, sourcing, marketing, supply, distribution and sale of diagnostic medical devices and related accessories used for urology, urogynecology, gynecology, colorectal surgery and procedures of anorectal manometry (the "Business").

B. The Rollover Equityholders desire to contribute the Rollover Units to Parent prior to the open of business on the Closing Date in exchange for Parent Units in accordance with the terms of the Rollover Agreements. Following such contribution, Parent will cause the Rollover Units to be contributed to Buyer.

C. Buyer, Merger Sub and the Company desire to enter into this Agreement pursuant to which Buyer, Merger Sub and the Company propose that Merger Sub, a wholly-owned Subsidiary of Buyer, will merge with and into the Company (the "Merger") so that the Company will continue as the surviving entity of the Merger and will become a wholly-owned Subsidiary of Buyer.

D. The respective boards of directors, boards of managers or managing members, as applicable, of Buyer, Merger Sub and the Company have approved and declared advisable the Merger, this Agreement and the other transactions contemplated hereby, on or prior to the date of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
BASIC TRANSACTION

1.1 Agreement to Merge. Subject to the terms and conditions of this Agreement, and in accordance with the Delaware Limited Liability Company Act ("DLLCA"), at the Effective Time, Merger Sub will merge with and into the Company. Buyer, Merger Sub and the Company will cause a certificate of merger, in substantially the form attached hereto as Exhibit A (the "Certificate of Merger"), to be properly executed and filed on and as of the Closing Date with the Secretary of State of the State of Delaware. The "Effective Time" will be the time at which the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware and has become effective in accordance with the DLLCA or such later time as may be specified in the Certificate of Merger.

1.2 Effect of the Merger. At the Effective Time, the effect of the Merger will be as provided in this Agreement and the applicable provisions of the DLLCA. Subject to the foregoing, from and after the Effective Time, the Surviving Company will possess and be vested with all assets, rights, privileges, powers and franchises and be subject to all the liabilities, restrictions, disabilities and duties of the Company and Merger Sub. From and after the Effective Time, the separate limited liability company existence of Merger Sub will cease and the Company will continue as the surviving limited liability company in the Merger (the Company, as the surviving limited liability company in the Merger, sometimes being referred to herein as the "Surviving Company").

1.3 Certificate of Formation and Limited Liability Company Agreement.

(a) The certificate of formation of the Company will be amended and restated immediately following the Effective Time as set forth in the Certificate of Merger and, as so amended, will be the certificate of formation of the Surviving Company until thereafter changed or amended in accordance with the provisions thereof and applicable Legal Requirements.

(b) The limited liability company agreement of the Surviving Company will be amended and restated in its entirety into the form of the limited liability company agreement of Merger Sub as in effect immediately prior to the Effective Time (other than name and date of formation) (the "Surviving Company LLC Agreement") until thereafter changed or amended in accordance with the provisions thereof, the provisions of the certificate of formation of the Surviving Company and applicable Legal Requirements.

1.4 Managers and Officers. The managers and officers of Merger Sub serving in those positions immediately prior to the Effective Time will become, as of the Effective Time, the managers and officers of the Surviving Company after the Merger, in each case, until their respective successors are duly elected or appointed and qualified or until the earlier of their death, resignation or removal.

1.5 The Closing. The closing of the transactions contemplated by this ARTICLE 1 (the "Closing") will take place at the offices of Kirkland & Ellis LLP in Chicago on the second business day following the satisfaction or waiver of all conditions set forth in

ARTICLE 3 and ARTICLE 4 hereof, or at such other place or on such other date as is mutually acceptable to Buyer, the Company and the Equityholders Representative. The date of the Closing hereunder is referred to herein as the "Closing Date."

1.6 Merger Consideration.

(a) For purposes of this Agreement, the "Merger Consideration" means an amount equal to: (i) $75,000,000, plus (ii) the Closing Cash Amount, minus (iii) the Closing Indebtedness Amount, minus (iv) the aggregate amount of unpaid Selling Parties Transaction Expenses as of the Closing, minus (v) the Escrow Amount, minus (vi) the Reserve Amount, plus (vii) the amount, if any, by which the Net Working Capital exceeds the Net Working Capital Target, minus (viii) the amount, if any, by which the Net Working Capital is less than the Net Working Capital Target.

(b) At least two (2) business days prior to the Closing Date, the Company will deliver in writing to Buyer its good faith estimate of the Merger Consideration (the "Company's Estimate") based upon the most recent reasonably ascertainable financial information of the Company (which estimate will specifically set forth the various components of the Merger Consideration as set forth in the various clauses of Section 1.6(a)). The Company's Estimate will be subject to Buyer's prompt review and approval, with the Company's Estimate as so approved by Buyer (or as modified by agreement of Buyer, the Company and the Equityholders Representative) referred to herein as the "Estimated Merger Consideration". The Company will timely provide to Buyer such supporting documentation as Buyer may reasonably request in connection with Buyer's review of the Company's Estimate.

(c) As soon as practicable and in any event not later than ninety (90) days after the Closing, Buyer will cause to be prepared and delivered to the Equityholders Representative a statement setting forth Buyer's calculation of the Merger Consideration (the "Closing Statement"). Buyer will make the work papers, back-up materials and books and records used in preparing the Closing Statement available to the Equityholders Representative at commercially reasonable times and upon reasonable notice. Assuming no unreasonable failure by Buyer in making such supporting documentation available, as soon as is reasonably practicable, but in any event within fifteen (15) days following the receipt of the Closing Statement, the Equityholders Representative will complete a review of the Closing Statement and will inform Buyer in writing that the Closing Statement is acceptable or object to the Closing Statement in writing, setting forth a specific description of the Equityholders Representative's objections and an alternate calculation of each such objected item. If the Equityholders Representative does not timely so object to the Closing Statement, then the Equityholders Representative (on behalf of itself and the Equityholders) will be deemed to have accepted the Closing Statement. If the Equityholders Representative so objects to the Closing Statement and, after reasonable efforts by Buyer and the Equityholders Representative to reach agreement on the disputed items or amounts, Buyer does not agree with the Equityholders Representative's objections or such objections are not resolved on a mutually agreeable basis within fifteen (15) days of Buyer's receipt of such objections, any such disagreements will be promptly submitted by either Party to the Chicago office of Duff & Phelps (the "Accounting Firm"). The Accounting Firm will resolve such dispute within thirty (30) days after submission of the dispute by the parties. The decision of the Accounting Firm will be final and binding

upon the Equityholders Representative (on behalf of itself and the Equityholders) and Buyer and its fees, costs and expenses will be borne fifty percent (50%) by Buyer and fifty percent (50%) by the Equityholders Representative. Buyer and the Equityholders Representative agree to execute, if requested by the Accounting Firm, a reasonable engagement letter, including customary indemnification provisions in favor of the Accounting Firm, which Buyer and the Equityholders Representative will each be responsible for fifty percent (50%) of any such indemnification obligations.

(d) If the Merger Consideration as finally determined pursuant to Section 1.6(c) (the "Final Merger Consideration") is greater than the Estimated Merger Consideration (such excess, the "Adjustment Amount"), then, within five (5) business days after the determination of the Final Merger Consideration, Buyer will: (i) pay to the Equityholders Representative (on behalf of the Equityholders in respect of their Pro Rata Share), by wire transfer of immediately available funds to the Merger Consideration Account, the Adjustment Amount; and (ii) deliver written instructions to the Escrow Agent to direct the Escrow Agent to pay to the Equityholders Representative (on behalf of the Equityholders in respect of their Pro Rata Share), by wire transfer of immediately available funds to the Merger Consideration Account, the Adjustment Escrow Amount.

(e) If the Estimated Merger Consideration is greater than the Final Merger Consideration (such excess, the "Excess Amount"), then, within five (5) business days after the determination of the Final Merger Consideration, Buyer and the Equityholders Representative will deliver a joint written instruction to the Escrow Agent to direct the Escrow Agent to make payment: (i) to Buyer of the Excess Amount from the Adjustment Escrow Amount in the Adjustment Escrow Account, as directed by Buyer; and (ii) to the Equityholders Representative (on behalf of the Equityholders in respect of their Pro Rata Share) of the balance in the Adjustment Escrow Account (after reduction for payment of the Excess Amount to Buyer, if any), by wire transfer of immediately available funds to the Merger Consideration Account. If the Excess Amount is greater than the Adjustment Escrow Amount (such excess, the "Adjustment Escrow Excess"), then the Equityholders Representative may pay the same from the funds in the Reserve Account, to the extent thereof, and the Managing Equityholders will, on a joint and several basis, pay the balance of the Adjustment Escrow Excess (to the extent not paid from the Adjustment Escrow Amount and the funds in the Reserve Account) in immediately available funds to an account designed by Buyer.

(f) All payments required pursuant to Section 1.6(d) and Section 1.6(e) will be deemed for Tax purposes to be adjustments to the Merger Consideration.

(g) The Reserve Amount received for deposit in the Reserve Account by the Equityholders Representative in accordance with Section 1.9(b)(iii) may be used by the Equityholders Representative to pay: (i) the costs incurred, if any, by the Equityholders Representative or other Managing Equityholders in defending, pursuing or resolving any indemnification claims by or against any of the Buyer Parties under ARTICLE 9 (except those for which the Managing Equityholders are severally liable under Section 9.5); (ii) the Equityholders Representative's share of the expenses incurred by, or indemnification of, the Accounting Firm as required to be paid under Section 1.6(c); or (iii) any other costs or expenses incurred in the performance of its obligations under this Agreement (including, without

limitation, reimbursement for any federal and/or state income tax payable by the Equityholders Representative as a result of interest allocable to Equityholders Representative in connection with the funds held in any of the Adjustment Escrow Account, Indemnity Escrow Account, Merger Consideration Account or Reserve Account in accordance with the terms of this Agreement) and in defending or enforcing the terms and conditions of this Agreement. The Reserve Amount will be deemed a reduction from the Merger Consideration otherwise payable to the Equityholders. The Equityholders Representative will distribute all amounts remaining in the Reserve Account to the Equityholders, in accordance with their respective Pro Rata Shares, upon such date as is determined by the Managing Equityholders, which date will not be earlier than the later of the Release Date or the resolution of all indemnification claims still pending as of the Release Date.

1.7 Further Assurances. In case, at any time after the Closing, any further action is necessary to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under ARTICLE 9). From and after the Closing, Buyer will be entitled to possession of all documents, books, records (including Tax records), agreements and financial data of any sort relating to the Company and its Subsidiaries.

1.8 Deliveries by the Selling Parties. At the Closing, the Selling Parties will deliver or procure delivery to Buyer of:

(a) certificates or assignments representing the Rollover Units, duly endorsed (or accompanied by duly executed unit powers), assigning and transferring to Parent the Rollover Units, free and clear of all Liens;

(b) a certification from the Company, dated as of the Closing, under Section 1.1445-11T(d)(2) of the Treasury Regulations promulgated under the Code, in a form and to the effect reasonably satisfactory to Buyer;

(c) all of the Company's books and records of any kind or nature not in the possession of the Company;

(d) good standing certificates for the Company and each of its Subsidiaries from its jurisdiction of organization and each jurisdiction in which the Company and each Subsidiary, as applicable, are qualified to do business as a foreign limited liability company or entity, in each case dated no more than fifteen (15) days prior to the Closing Date;

(e) the Escrow Agreement by and among Buyer, the Equityholders Representative and JPMorgan Chase (the "Escrow Agent") in the form annexed hereto as Exhibit B (the "Escrow Agreement"), executed by the Equityholders Representative and the Escrow Agent;

(f) Rollover Agreements, by and between Parent and each of the Rollover Equityholders, in the form annexed hereto as Exhibit C, executed by each such Rollover Equityholder;

(g) Performance Incentive Payment Agreements, by and between Buyer and each of Russell S. Lalli, Dr. Timothy B. McKinney and Robert W. Mueller, executed by each such Person;

(h) employment or consulting agreements, by and between each of Russell S. Lalli, Dr. Timothy B. McKinney and Robert W. Mueller, as employee/consultant, and Buyer or one of its Affiliates, as employer, as referenced in Section 3.8, executed by the applicable employee/consultant, which agreements will be in full force and effect as of the Closing;

(i) Non-Competition and Non-Solicitation Agreement, by and between Buyer and the wife of W. Dan Parker, which agreement will be in full force and effect as of the Closing;

(j) payoff letters or releases from each Person set forth on Schedule 1.8(j) (the "Closing Repaid Indebtedness") with each such Person agreeing that all Liens maintained by such Person with respect to the assets and properties of the Company and its Subsidiaries will automatically be released upon the payment to, or on behalf of, such Person of the amount specified in such letter (to the extent any amounts are owed to such Person) and granting Buyer, the Company or any of its Subsidiaries the authority to file any Lien release documents and, if applicable, providing wire transfer instructions for payment to such Person (the "Payoff Letters");

(k) invoices from any Person that will be paid Selling Parties Transaction Expenses pursuant to Section 1.9(d) (collectively, the "Invoices"), which will provide that such Person will have been paid in full upon receipt of the amount in such invoice;

(l) evidence, in form of consents or resolutions and plan amendments adopted by each of the Boards of Managers (or the equivalent governing body) of the Company and Investors that are reasonably satisfactory to Buyer, of the transfer of the sponsorship (and all Liabilities relating thereto) of the T-DOC Company, LLC Defined Benefit Plan and the T-DOC Company, LLC 401(k) and Profit Sharing Plan to Investors prior to the Closing Date and the cessation of participation by employees of the Company and its Subsidiaries in such plans, effective no later than the Closing Date;

(m) Intellectual Property assignment agreements by and between each of the Managing Equityholders (other than the Lalli Trusts), Lalli and the Company, as referenced in Section 3.9, executed by each Managing Equityholder (other than the Lalli Trusts), Lalli and the Company, which agreements will be in full force and effect as of the Closing;

(n) a runoff insurance policy to provide insurance coverage for events, acts or omissions occurring on or prior to the Closing Date for all persons who were directors, managers or officers of the Company or any of its Subsidiaries on or prior to the Closing Date, the expense for which policy will be borne by the Company prior to Closing; and

(o) evidence of the divestment by W. Dan Parker of his ownership interest in Halo Medical Technologies, LLC ("HALO") by transfer to one or more of the existing HALO members, in a form and to the effect reasonably satisfactory to Buyer.

1.9 Deliveries by Buyer. At the Closing:

(a) Buyer will deliver (or cause to be delivered) to the bank account designated by the Equityholders Representative (the "Merger Consideration Account"), by wire transfer of immediately available funds, for distribution by the Equityholders Representative in accordance with Section 1.11 an amount equal to the Estimated Merger Consideration (less the Aggregate Rollover Investment Amount);

(b) Buyer will deliver (or cause to be delivered) by wire transfer of immediately available funds (i) an amount equal to the Adjustment Escrow Amount to the Escrow Agent to be held in a segregated escrow account (the "Adjustment Escrow Account") pursuant to the terms of the Escrow Agreement, (ii) an amount equal to the Indemnity Escrow Amount to the Escrow Agent to be held in a segregated escrow account (the "Indemnity Escrow Account") pursuant to the terms of the Escrow Agreement and (iii) an amount equal to the Reserve Amount to the Equityholders Representative to be held in a segregated bank account (the "Reserve Account") pursuant to the terms of this Agreement;

(c) Buyer will pay (or cause to be paid), on behalf of the Company, all amounts necessary to discharge fully the then outstanding balance of all Closing Repaid Indebtedness, by wire transfer of immediately available funds in accordance with the Payoff Letters;

(d) Buyer will pay (or cause to be paid) the unpaid Selling Parties Transaction Expenses as of the Closing, by wire transfer of immediately available funds, to the bank accounts designated in the Invoices;

(e) Buyer will pay (or cause to be paid) $100,000, by wire transfer of immediately available funds, to the bank account designated by W. Dan Parker;

(f) Buyer will deliver (or cause to be delivered) the Escrow Agreement executed by Buyer;

(g) Buyer will deliver (or cause to be delivered) the Rollover Agreements, executed by the Parent;

(h) Buyer will deliver (or cause to be delivered) the employment or consulting agreements for Russell S. Lalli, Dr. Timothy B. McKinney and Robert W. Mueller, executed by Buyer or one of its Affiliates, as referenced in Section 3.8; and

(i) Buyer will deliver (or cause to be delivered) the Performance Incentive Payment Agreements, executed by Buyer.

1.10 Withholding Rights. Notwithstanding anything in this Agreement to the contrary, Buyer, the Company, its Subsidiaries or their respective designees will be entitled to withhold and deduct from any amounts payable pursuant to this Agreement such amounts as Buyer, the Company, its Subsidiaries or their respective designees are required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax law. Buyer will notify the Equityholders Representative of any amounts to

be so withheld or deducted at least two (2) business days prior to the Closing. To the extent that amounts are so withheld, such amounts will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

1.11 Conversion of Units. As of the Effective Time, by virtue of the Merger and without any action on the part of any Person:

(a) Each Unit (and the membership interests represented thereby) (other than the Rollover Units) issued and outstanding as of immediately prior to the Effective Time and all rights in respect thereof will, by virtue of the Merger and without any action on the part of the holder thereof, forthwith cease to exist and be converted into and represent the right to receive an amount in cash, without interest, equal to the Allocable Portion of the Estimated Merger Consideration attributable to such Unit plus any Additional Merger Consideration attributable to such Unit. After the Effective Time, there will be no transfers of Units on the unit transfer books of the Company or the Surviving Company.

(b) Each membership interest of Merger Sub issued and outstanding immediately prior to the Effective Time will be converted into one common unit of the Surviving Company, as such common units are provided for by the Surviving Company LLC Agreement.

(c) Each Unit that is owned by the Company or any Subsidiary of the Company (as treasury or otherwise), Buyer, any Subsidiary of Buyer, including without limitation, Merger Sub, immediately prior to the Effective Time, if any, and each Rollover Unit will be cancelled and will cease to exist and no payment will be made with respect thereto. Any payments made pursuant to this Agreement to a Rollover Equityholder with respect to Rollover Units will be treated for Tax purposes as received in respect of the Rollover Units to which the payments relate.

1.12 Appraisal Rights. No Equityholder will be entitled to any dissenters rights, appraisal rights or similar rights (whether in accordance with Section 18-210 of the DLLCA or otherwise) in connection with the Merger and the other transactions contemplated hereby.

1.13 Payment of Merger Consideration.

(a) The Equityholders Representative will effect the exchange of cash for Units which are cancelled and therefore entitled to payment pursuant to Section 1.11. After the Effective Time, each Equityholder will receive from the Equityholders Representative the portion of the Estimated Merger Consideration in which such Equityholder's Units will have been converted as a result of the Merger as determined pursuant to Section 1.11; and thereafter, subject to the terms of Section 1.6(g), as and when any Additional Merger Consideration is payable in accordance with the terms of this Agreement or the Escrow Agreement, such Equityholder will be paid the Additional Merger Consideration into which such Equityholder's Unit will have been converted as a result of the Merger as determined pursuant to Section 1.11. For all purposes of this Agreement and notwithstanding anything to the contrary contained herein, any and all amounts paid by Buyer to the Equityholders Representative for the benefit

of the Equityholders hereunder will be deemed to have been paid to the Equityholders, and in no event will Buyer have any further obligation or liability to any Equityholder in respect thereof unless such amounts have been delivered to Buyer or the Surviving Company pursuant to Section 1.13(b).

(b) If the Equityholders Representative is unable to locate any Equityholder (after reasonable, diligent efforts), or any Equityholder refuses or fails to receive, deposit or otherwise accept funds payable to such Equityholder by the Equityholders Representative prior to the one (1) year anniversary of the Closing Date, any funds received by the Equityholders Representative as Estimated Merger Consideration and payable to such Equityholder in respect of such Equityholder's Units will, to the extent permitted by applicable Legal Requirements, become the property of the Surviving Company (and any such cash may be commingled with the general funds of Buyer or the Surviving Company, as the case may be), free and clear of all claims or interest of any Person previously entitled thereto (other than the claims of an Equityholder and his, her or its heirs, assigns and transferees hereunder) and will be promptly delivered to the Surviving Company by the Equityholders Representative, and such Equityholder will look only to Buyer and the Surviving Company for payment of such amounts. Each Equityholder will look only to the Equityholders Representative for satisfaction of any claims related to the Estimated Merger Consideration or Additional Merger Consideration, to the extent the same has been paid to the Equityholders Representative (except to the extent the Equityholders Representative has returned such funds to the Surviving Company as contemplated above, in which case such Equityholder will only look to Buyer and the Surviving Company as contemplated above). Any interest, dividends or other income earned on the investment of cash held by the Equityholders Representative, together with all Tax and other liabilities associated therewith, will be for the account of the Surviving Company. Notwithstanding the foregoing, none of the Equityholders Representative, Buyer or the Surviving Company will be liable to any Equityholder for any Estimated Merger Consideration if delivered to a public official if required pursuant to any applicable abandoned property, escheat or similar applicable Legal Requirements.

1.14 Investors Distribution. Prior to the Closing, Investors will distribute all of its Capital Stock of the Company to the Managing Equityholders so that following such distribution the Managing Equityholders own the Capital Stock of the Company set forth on Schedule 6.2. All documentation with respect to such distribution will be subject to Buyer's approval.

ARTICLE 2
COVENANTS OF THE SELLING PARTIES

2.1 Affirmative Covenants of the Selling Parties. Prior to the Closing Date, unless Buyer otherwise agrees in writing, the Company will (and will cause its Subsidiaries to), and the Managing Equityholders and Lalli will cause the Company and its Subsidiaries to:

(a) maintain its books and records, pay expenses and payables, bill customers, collect receivables, purchase inventory, perform all maintenance and repairs necessary to maintain its facilities and equipment in good operating condition (normal wear

and tear excepted), maintain a commercially reasonable level of insurance and otherwise conduct its business, in each case, in the ordinary course of business;

(b) use reasonable efforts to preserve present business relationships with all customers, suppliers, agents and distributors of the Company and its Subsidiaries, to the extent such relationships are beneficial to the Company, its Subsidiaries and the Business, and, except as otherwise directed by Buyer, use reasonable efforts to encourage the Company's and its Subsidiaries' employees to continue employment with the Company and its Subsidiaries through and after the Closing;

(c) comply in all material respects with all Legal Requirements and Contracts applicable to the Business;

(d) permit, and direct its officers, directors, employees and agents (including attorneys and accountants) to permit, Buyer and its Affiliates and each of their respective employees, agents, accounting and legal representatives and lenders and its and their representatives to have reasonable access at reasonable times to the Company's and its Subsidiaries' books, records, invoices, Contracts, leases, personnel, facilities, equipment, customer lists, supplier lists and other information and materials reasonably related to the Business or assets or properties of the Company and its Subsidiaries, wherever located, and provide to the foregoing Persons such financial information as they reasonably request from time to time;

(e) make all bonus and other incentive compensation payments and employer contributions to qualified retirement plans in the ordinary course of business consistent with past custom and practice, to the extent not already made or otherwise provided for herein (including, without limitation, any fiscal year 2012 year-end payments and a $90,000 transaction bonus to Robert W. Mueller), and accrue all such similar obligations during fiscal year 2013; provided that any payments or contributions made pursuant to this Section 2.1(e) in excess of $400,000 individually, or in the aggregate, excluding those payable to the Managing Equityholders and Lalli not to exceed $2,000,000 in the aggregate, will be subject to Buyer's consent;

(f) take commercially reasonable action to protect the Company Intellectual Property, continue to maintain such rights so as to not adversely affect the validity or enforceability of the Company Intellectual Property and not abandon or permit to lapse any Company Intellectual Property;

(g) promptly inform Buyer of any Action, or any threatened Action, against the Company or any of its Subsidiaries, or commence any Action against any Person;

(h) promptly inform Buyer in writing of the occurrence or non-occurrence of any event which would cause the condition set forth in Section 3.1 not to be satisfied or the breach of any covenant hereunder by any Selling Party; and

(i) cooperate with Buyer and use reasonable efforts to make all registrations, filings and applications, to give all notices and to obtain all authorizations, consents, approvals, exemptions or other actions ("Consents") necessary for the consummation of the transactions

contemplated by the Transaction Documents and to cause the other conditions to Buyer's obligation to close to be satisfied (including the execution and delivery of all Contracts contemplated hereunder to be so executed and delivered, and taking any other additional actions as Buyer may reasonably request to effect, confirm or evidence the transactions contemplated by this Agreement); provided, that, notwithstanding the foregoing, the Selling Parties will provide copies of all documentation necessary to comply with this Section 2.1(i) to Buyer for their review and approval prior to submitting such documentation to the appropriate Persons.

2.2 Negative Covenants of Selling Parties. From and after the date hereof and until the Closing, without Buyer's prior written consent (not to be unreasonably withheld), the Company will not (and will not cause or allow its Subsidiaries to), and the Managing Equityholders and Lalli will not cause or allow the Company or any of its Subsidiaries to:

(a) take or omit to take any action which, individually or in the aggregate, could be reasonably anticipated to have a Material Adverse Effect;

(b) take any action or omit to take any action that would require disclosure pursuant to Section 2.1(h) if each representation and warranty contained herein were remade as of the time of such action or omission;

(c) enter into any Contract which involves consideration in excess of $250,000 or calls for performance over a period of more than ninety (90) days without providing contemporaneous notice of same to Buyer;

(d) pay any dividend or make any similar distribution, redeem, purchase or otherwise acquire, directly or indirectly, any of its Capital Stock, or make any loan or enter into any transaction with or distribute any assets or property to any of its officers, managers, employees, Equityholders, Affiliates or other Insiders, except for: (i) cash distributions to the Equityholders in accordance with the Company LLC Agreement, which may and shall be deemed to include a distribution of the Term Note between the Company and Dr. Timothy B. McKinney dated March 13, 2013; (ii) base salary and bonuses paid to the Managing Equityholders and Lalli, which amounts will not exceed $2,000,000 in the aggregate; (iii) a potential bonus of $90,000 payable to Robert W. Mueller upon consummation of the Merger; and (iv) base salary and bonuses paid to any other officers, managers and employees in the ordinary course of business consistent with past practices;

(e) sell, lease, sublease, assign, transfer, license or otherwise dispose of any interest in any of the Company's or any of its Subsidiaries' tangible or intangible assets, including with respect to the Company Intellectual Property (other than sales of inventory in the ordinary course of business), or permit any of the Company's or any of its Subsidiaries' assets or property to be subjected to any Lien;

(f) except as expressly contemplated by this Agreement, terminate, modify or amend any material Contract or any Consent of, with or to any Governmental Entity or enter into any new material Contract, except in the ordinary course of business;

(g) amend the Company's or any of its Subsidiaries' charter documents or limited liability company agreement (or equivalent governing documents);

(h) increase the compensation or benefits payable or to become payable to any officer, director, employee or consultant of the Company or any of its Subsidiaries or adopt, amend or terminate any Employee Benefit Plan;

(i) enter into any termination, notice, pay in lieu of notice, severance or change of control agreement with any officer, director, employee or consultant of the Company or any of its Subsidiaries;

(j) settle any Action, or pay or fulfill any judgment, whether requiring payment by the Company or any of its Subsidiaries, granting injunctive relief or specific performance or otherwise; or

(k) make or change any election, change an annual accounting period, adopt or change any accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, or fail to pay any Tax when it becomes due and payable.

2.3 Financing Cooperation. From and after the date hereof until the Closing, each Selling Party will use its reasonable efforts to, and will cause its accountants, legal counsel, officers and employees to use their reasonable efforts to, provide all reasonable cooperation in connection with the arrangement and consummation of any debt financing to be obtained by Buyer or its Affiliates in connection with the transactions contemplated hereby as may be reasonably requested by Buyer (including (a) taking all actions reasonably requested by Buyer that are necessary to permit the prospective lenders involved in the debt financing to (i) evaluate the Company and its Subsidiaries' current assets, cash management and accounting systems, policies and procedures relating thereto for the purpose of establishing collateral arrangements and (ii) establish bank and other accounts and blocked account agreements and lock box arrangements in connection with the foregoing, and (b) executing and delivering at Closing any pledge and security documents, other definitive financing documents, or other certificates or documents as may be reasonably requested by Buyer, so long as same do not create a personal Liability or other obligation from a Managing Equityholder to such lender or lenders). Each Selling Party will refrain from disclosing any information to any prospective or current lender of Buyer and its Affiliates without the prior consent of Buyer.

2.4 Company Equityholder Approval. Immediately after the execution and delivery of this Agreement but prior to 5:00 p.m. Eastern Time on the day of the execution of this Agreement, the Company will deliver to Buyer the Company Equityholder Approval to be contained in a written consent substantially in the form of Exhibit D hereto.

ARTICLE 3
CONDITIONS TO OBLIGATION OF BUYER AND MERGER SUB

The obligations of Buyer and Merger Sub to consummate the transactions to be performed by them in connection with the Closing are subject to the satisfaction of the following conditions as of the Closing:

3.1 Representations and Warranties. Each of the representations and warranties of the Selling Parties contained in this Agreement will be true and correct in all material respects on the date hereof and on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except that those representations and warranties that are qualified by materiality, Material Adverse Effect or similar phrase will be true and correct in all respects.

3.2 Performance of Covenants. The Selling Parties have performed in all material respects all of their covenants and agreements required to be performed by them pursuant to this Agreement prior to the Closing Date.

3.3 No Material Adverse Effect. During the period from the date of this Agreement to the Closing Date, there has been no Material Adverse Effect.

3.4 Proceedings. (a) No Action will be pending or threatened before any Governmental Entity in which it is sought to restrain or prohibit or to obtain damages or other relief (including rescission) in connection with the transactions contemplated hereby, (b) no investigation that would result in any such Action will be pending or threatened and (c) no such injunction, judgment, order or decree has been entered and not subsequently dismissed or discharged with prejudice.

3.5 Compliance with Legal Requirements. The consummation of the transactions contemplated by the Transaction Documents will not be prohibited by any Legal Requirement or subject Buyer, the Company or any of its Subsidiaries to any penalty or Liability or other onerous conditions arising under any Legal Requirement or imposed by any Governmental Entity.

3.6 Consents. All filings, notices, licenses and other Consents of, to or with, any Governmental Entity or any other Person that are required (a) for the consummation of the transactions contemplated by the Transaction Documents, including the Company Equityholder Approval, (b) in order to prevent a breach of or default under or a right of termination or modification of the Contracts, if any, set forth on Schedule 6.4 and any other material Contract to which the Company or any of its Subsidiaries is a party or to which any portion of the property of the Company or any of its Subsidiaries is subject, and (c) for the conduct of the Business by the Company and its Subsidiaries as heretofore conducted following the Closing, will have been duly made or obtained.

3.7 Financing. Buyer has received the proceeds of financing from lenders (including receipt of related documents, insurance and other related items) on terms and conditions acceptable to Buyer.

3.8 Employment/Consulting Agreements. Russell S. Lalli, Dr. Timothy B. McKinney, Robert W. Mueller and the Company will not have repudiated the employment or consulting agreement executed by the applicable parties on the date hereof and effective as of the Closing, each of which is attached hereto as Exhibit E-1, E-2 and E-3, respectively.

3.9 Intellectual Property Assignment Agreements. Each of the Managing Equityholders (other than the Lalli Trusts) and Lalli will have executed and delivered Intellectual Property assignment agreements to the Company in the form attached hereto as Exhibit F.

3.10 Officer's Certificate. The Company and the Managing Equityholders have delivered to Buyer a certificate to the effect that each of the conditions specified in Sections 3.1, 3.2 and 3.3 have been satisfied.

3.11 Runoff Insurance Policy. The Company will have obtained a runoff insurance policy to provide insurance coverage for events, acts or omissions occurring on or prior to the Closing Date for all persons who were directors, managers or officers of the Company or any of its Subsidiaries on or prior to the Closing Date, the expense for which will be borne by the Company prior to Closing.

3.12 Corporate Documents. The Selling Parties have delivered to Buyer (a) copies of resolutions of the Company's managing member authorizing and approving this Agreement, (b) the Company Equityholder Approval and (c) all of the deliveries required under Section 1.8 and such other documents or instruments as Buyer may reasonably request or may be required to effect the transactions contemplated hereby.

Buyer and Merger Sub may waive any condition specified in this ARTICLE 3 if it executes a writing so stating at or prior to the Closing.

ARTICLE 4
CONDITIONS TO OBLIGATION OF SELLING PARTIES

The obligation of the Selling Parties to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions as of the Closing:

4.1 Representations and Warranties. Each of the representations and warranties of Buyer and Merger Sub contained in this Agreement will be true and correct in all material respects on the date hereof and on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except that those representations and warranties that are qualified by materiality, Material Adverse Effect or similar phrase will be true and correct in all respects.

4.2 Performance of Covenants. Buyer and Merger Sub have performed in all material respects all of the covenants and agreements required to be performed by them pursuant to the Transaction Documents on or prior to the Closing Date.

4.3 No Buyer Material Adverse Effect. During the period from the date of this Agreement to the Closing Date, there has been no Buyer Material Adverse Effect.

4.4 Compliance with Legal Requirements. The consummation of the transactions contemplated by the Transaction Documents will not be prohibited by any Legal Requirement, or subject the Selling Parties to any penalty or Liability or other onerous conditions arising under any Legal Requirement or imposed by any Governmental Entity.

4.5 Officer's Certificate. Buyer and Merger Sub have delivered to the Company a certificate to the effect that each of the conditions specified in Sections 4.1 and 4.2 have been satisfied.

4.6 Other Closing Documents. Buyer has delivered to the Company (a) copies of resolutions of Buyer's board of directors and Merger Sub's board of managers authorizing and approving this Agreement and (b) all of the deliveries required under Sections 1.9(f), 1.9(g), 1.9(h) and 1.9(i) and such other documents or instruments as the Company may reasonably request or as may be required to effect the transactions contemplated hereby.

The Selling Parties may waive any condition specified in this ARTICLE 4 if they execute a writing so stating at or prior to the Closing.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE MANAGING EQUITYHOLDERS

As a material inducement to Buyer and Merger Sub to enter into and perform their respective obligations under this Agreement, each Managing Equityholder, severally, and not jointly, represents and warrants to Buyer and Merger Sub that the statements contained in this ARTICLE 5 are true and correct as of the date hereof and will be true and correct as of the Closing Date.

5.1 Organization; Authority; Authorization. Such Managing Equityholder, if it is an entity, and Investors is duly organized, validly existing and in good standing under the laws of the state of its formation. Such Managing Equityholder and Investors (a) if he or she is a natural person, is competent to, and (b) if it is an entity, has all requisite power, right and authority to, enter into and perform his, her or its obligations under this Agreement and each of the other Transaction Documents to which he, she or it is a party. The managing member, board of directors or similar governing body of such Managing Equityholder, if applicable, and Investors has duly approved and authorized the execution and delivery of this Agreement and each of the other Transaction Documents to which such Managing Equityholder or Investors, as applicable, is a party or by which such Managing Equityholder or Investors, as applicable, is bound and has duly approved the consummation of the transactions contemplated hereby, including the consummation of the Merger, and thereby. No other organizational or other proceedings on the part of such Managing Equityholder or Investors is necessary to approve and authorize the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby, including the consummation of the Merger, and thereby. This Agreement and the other Transaction

Documents to which such Managing Equityholder or Investors is a party or by which such Managing Equityholder or Investors is bound, when executed and delivered by such Managing Equityholder or Investors, as applicable, in accordance with the terms hereof, will each constitute a valid and binding obligation of such Managing Equityholder or Investors, as applicable, enforceable in accordance with its terms, in each case subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.2 Title to Capital Stock. Schedule 5.2 sets forth the number and nature of Capital Stock of the Company and Investors owned by such Managing Equityholder or Investors, as applicable, as of the date hereof. Schedule 5.2 further sets forth the number and nature of Capital Stock of the Company and Investors that will be owned by such Managing Equityholder as of the Closing. Except as set forth on Schedule 5.2, such Capital Stock is beneficially owned and held of record by such Managing Equityholder, free and clear of all Liens, and has not been pledged or assigned to any Person. Except as set forth on Schedule 5.2, such Managing Equityholder and Investors is not party to (i) any option, warrant, purchase right or other contract or commitment (other than this Agreement) that could require such Managing Equityholder or Investors to sell, transfer or otherwise dispose of any Capital Stock of the Company or Investors or (ii) any voting trust, proxy, or other agreement or understanding with respect to the voting of any Capital Stock of the Company or Investors.

5.3 Noncontravention. Except as set forth on Schedule 5.3, the execution and delivery by such Managing Equityholder and Investors of this Agreement, and all other Transaction Documents to which such Managing Equityholder or Investors is a party, and the fulfillment of and compliance with the respective terms hereof and thereof, do not and will not (with or without due notice or lapse of time or both) (a) conflict with or result in a breach of the terms, conditions or provisions of, (b) constitute a default under, (c) result in the creation of any Lien on the Capital Stock of the Company or Investors or any asset or property of such Managing Equityholder or Investors pursuant to, (d) give any third party the right to modify, terminate or accelerate any obligation under or result in the modification, termination or acceleration of any obligation under or result in the obligation to make any payment (including any change of control, severance or similar payments) under, (e) result in a violation of or (f) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, or other Consent from, any Governmental Entity or other Person pursuant to, the charter or limited liability company agreement (or equivalent governing documents) of such Managing Equityholder (if applicable) or Investors, any material Legal Requirement to which such Managing Equityholder or Investors or any of their respective Affiliates or any of their respective assets or properties is subject or any material Contract, Permit, order, judgment or decree to which such Managing Equityholder or Investors or any of their respective Affiliates or any of their respective assets or properties is subject (other than the receipt of the Company Equityholder Approval and the filing of the Certificate of Merger with, and the acceptance for record thereof by, the Secretary of State of the State of Delaware).

5.4 Brokerage. Except for obligations to Capstone Partners LLC, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the

transactions contemplated by this Agreement based on any Contract binding upon such Managing Equityholder or Investors. For the avoidance of doubt, all obligations to Capstone Partners LLC are Selling Parties Transaction Expenses.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE SELLING PARTIES

As a material inducement to Buyer and Merger Sub to enter into and perform their respective obligations under this Agreement, the Selling Parties represent and warrant to Buyer and Merger Sub that the statements contained in this ARTICLE 6 are true and correct as of the date hereof and will be true and correct as of the Closing Date.

6.1 Organization; Authority; Authorization.

(a) Each of the Company and its Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Each of the Company and its Subsidiaries is authorized to do business and is in good standing as a foreign limited liability company or other entity in each of the jurisdictions listed on Schedule 6.1, which are the only jurisdictions in which its ownership or leasing of property or conduct of business requires it to be qualified. The Company and its Subsidiaries possess all requisite limited liability company (or similar) power and authority and all material licenses, permits and authorizations necessary to own, lease and operate its assets, to carry on the Business as now conducted and as currently proposed to be conducted and to carry out the transactions contemplated by this Agreement. Copies of the Company's and its Subsidiaries' charter documents and limited liability company agreement (or equivalent governing documents), previously provided to Buyer, reflect all amendments made thereto and are correct and complete. Neither the Company nor any of its Subsidiaries is in default under, or in violation of any provision of, its charter documents and limited liability company agreements (or equivalent governing documents).

(b) The Company has all requisite power, right and authority to, enter into and perform its obligations under this Agreement and each of the other Transaction Documents to which it is a party. The managing member, board of managers or similar governing body of the Company has duly approved and authorized the execution and delivery of this Agreement and each of the other Transaction Documents to which the Company is a party or by which the Company is bound and has duly approved the consummation of the transactions contemplated hereby, including the consummation of the Merger, and thereby. Other than the Company Equityholder Approval, no other organizational or other proceedings on the part of the Company is necessary to approve and authorize the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby, including the consummation of the Merger, and thereby. This Agreement and the other Transaction Documents to which the Company is a party or by which the Company is bound, when executed and delivered by the Company in accordance with the terms hereof, will each constitute a valid and binding obligation of the Company, enforceable in accordance with its terms, in each case subject to the effect of any applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to

enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The consent of the holders of at least seventy-five percent (75%) of the outstanding Units (the "Company Equityholder Approval") is the only vote or approval of the holders of any class or series of Capital Stock of the Company which is necessary to adopt and approve this Agreement.

6.2 Capital Stock and Related Matters. The authorized, issued and outstanding Capital Stock of the Company and its Subsidiaries as of the date hereof, and as of the Closing, are set forth on Schedule 6.2. Except as set forth on Schedule 6.2, all of the issued and outstanding Capital Stock of the Company and its Subsidiaries has been duly authorized, is validly issued, fully paid and nonassessable, and is held beneficially and of record by the Persons set out on Schedule 6.2, free and clear of all Liens. Neither the Company nor any of its Subsidiaries has outstanding any units or securities convertible or exchangeable for any units of its Capital Stock or containing any profit participation features, nor will it have outstanding any rights or options to subscribe for or to purchase its Capital Stock or any units or securities convertible into or exchangeable for its Capital Stock or any equity appreciation rights or phantom equity plans. There are no statutory or contractual equityholders preemptive rights or rights of refusal with respect to the Capital Stock of the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries has violated any applicable federal, provincial or state securities laws in connection with the offer, sale or issuance of any of its Capital Stock. Except as described on Schedule 6.2, there are no agreements with respect to the voting or transfer of Company's or any of its Subsidiaries' Capital Stock. No current or former equityholder of the Company or any of its Subsidiaries has any claim or rights against the Company, its Subsidiaries or any Equityholder. The Company has made available to Buyer true, accurate and complete copies of the unit ledgers of the Company and its Subsidiaries, which unit ledgers reflect all issuances, transfers, repurchases and cancellations of the Capital Stock of the Company and its Subsidiaries.

6.3 Subsidiaries: Investments. Except as set forth on Schedule 6.3, each of the Company and its Subsidiaries has never had and does not currently have any Subsidiaries or any Investments, and the Company and its Subsidiaries are not subject to any obligation (contingent or otherwise) to purchase or otherwise acquire any shares of Capital Stock or any other securities of (or make any Investment in) any other Person. To the extent any Subsidiary or Investment is not wholly-owned by the Company or any of its Subsidiaries, as applicable, the rights and obligations of the minority owner(s) of such Subsidiary or Investment is set forth on Schedule 6.3.

6.4 Noncontravention. Except as set forth on Schedule 6.4, the execution and delivery by the Company of this Agreement, and all other Transaction Documents to which the Company is a party, and the fulfillment of and compliance with the respective terms hereof and thereof, do not and will not (with or without due notice or lapse of time or both) (a) conflict with or result in a breach of the terms, conditions or provisions of, (b) constitute a default under, (c) result in the creation of any Lien on the Equity or any asset or property of the Company or any of its Subsidiaries pursuant to, (d) give any third party the right to modify, terminate or accelerate any obligation under or result in the modification, termination or

acceleration of any obligation under or result in the obligation to make any payment (including any change of control, severance or similar payments) under, (e) result in a violation of or (f) require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, or other Consent from, any Governmental Entity or other Person pursuant to, the charter or limited liability company agreement (or equivalent governing documents) of the Company or any of its Subsidiaries, any material Legal Requirement to which the Company or any of its Affiliates or any of the Company's or its Affiliates' assets or properties is subject or any material Contract, Permit, order, judgment or decree to which the Company or any of its Affiliates or any of the Company's or its Affiliates' assets or properties is subject (other than the receipt of the Company Equityholder Approval and the filing of the Certificate of Merger with, and the acceptance for record thereof by, the Secretary of State of the State of Delaware). Neither the Company nor any of its Subsidiaries has certified, represented or otherwise indicated (either orally or in writing) to any Person, including any Governmental Entity, that it is a woman- or minority-owned business, small business or any other designation that entitles the Company or any of its Subsidiaries to a favored status or benefits. The Company and its Subsidiaries will not have any Liability as a result of the fact that neither the Company nor any of its Subsidiaries is a woman- or minority-owned business, small business or any other designation that would entitle the Company or any of its Subsidiaries to a favored status or benefits.

6.5 Financial Statements. Attached hereto as Schedule 6.5 are copies of the Company's and its Subsidiaries' (a) unaudited consolidated balance sheet as of June 30, 2013 (the "Latest Balance Sheet") and the related consolidated statement of income for the six-month period then ended and (b) the Reviewed Financial Statements. All of the foregoing financial statements are hereinafter collectively referred to as the "Financial Statements." Each of the Financial Statements (including in all cases the notes thereto, if any) is complete and correct in all material respects and presents fairly the financial condition, results of operations and, if applicable, cash flows of the Company and its Subsidiaries in accordance with GAAP applied on a consistent basis as of the dates and for the periods set forth therein, subject, in the case of interim financial statements, to the absence of footnote disclosures' and to changes resulting from normal year-end adjustments for recurring accruals (none of which would, alone or in the aggregate, be material). The books and records of the Company and its Subsidiaries accurately reflect the assets, liabilities, financial condition and results of operations of the Company and its Subsidiaries and have been maintained in accordance with good business and bookkeeping practices. The reserves reflected in the Financial Statements are appropriate and reasonable. Each of the Company and its Subsidiaries maintains and complies in all material respects with a system of accounting controls sufficient to provide reasonable assurances that: (i) its business is operated in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP, consistently applied, and to maintain accountability for items therein; and (iii) access to properties and assets is permitted only in accordance with management's general or specific authorization. Since the date of the Latest Balance Sheet, there has not been any Material Adverse Effect.

6.6 Absence of Undisclosed Liabilities. Neither the Company nor any of its Subsidiaries has any material Liability and there is no basis for any Action with respect to any material Liability, except for (a) Liabilities reflected on the face of the Latest Balance Sheet and

(b) Liabilities of the type reflected on the face of the Latest Balance Sheet which have arisen since the date of the Latest Balance Sheet in the ordinary course of business (none of which relates to breach of Contract or Permit, breach of warranty, tort, infringement, violation of or Liability under any Legal Requirements, or any Action) or (c) Liabilities set forth on Schedule 6.6.

6.7 Assets. Except as set forth on Schedule 6.7, each of the Company and its Subsidiaries has good and marketable title to, or a valid leasehold interest in, the properties and assets used by it, located on its premises or shown on the Latest Balance Sheet or acquired thereafter, free and clear of all Liens, except for Liens for current property taxes not yet due and payable ("Permitted Liens"). Except as described on Schedule 6.7, the Company's and its Subsidiaries' equipment and other tangible assets are in good operating condition (normal wear and tear excepted) and are fit in all material respects for use in the ordinary course of business. Except as described on Schedule 6.7, each of the Company and its Subsidiaries owns, or has a valid leasehold interest in, all properties and assets necessary for the conduct of its business as presently conducted.

6.8 Tax Matters.

(a) Each of the Company and its Subsidiaries has timely filed all Tax Returns required to be filed by it, each such Tax Return has been prepared in compliance with all Legal Requirements, and all such Tax Returns are correct, complete and accurate in all material respects. All Taxes due and payable by the Company and its Subsidiaries, whether or not shown on any Tax Return, have been paid. Each of the Company and its Subsidiaries has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, equityholder or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed. Each of the Company and its Subsidiaries is not a party to or bound by any Tax allocation, sharing, indemnification or similar agreement.

(b) Except as set forth on Schedule 6.8(b), neither the Company nor any of its Subsidiaries is currently the beneficiary of any extension of time within which to file any Tax Return. No claim has ever been made by a taxing authority in a jurisdiction where the Company or any of its Subsidiaries do not file Tax Returns that the Company or any of its Subsidiaries is or may be subject to Taxes assessed by such jurisdiction. There are no Liens for Taxes (other than Taxes not yet due and payable) upon any of the assets or properties of the Company and its Subsidiaries.

(c) Except as set forth on Schedule 6.8(c), there is no Tax-related Action now in progress, pending or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries. Except as set forth on Schedule 6.8(c), neither the Company nor any of its Subsidiaries has received from any federal, state, local or non-U.S. taxing authority (including jurisdictions where the Company or any of its Subsidiaries has not filed Tax Returns) any (i) notice indicating an intent to open an audit or other review or (ii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any taxing authority against the Company or any of its Subsidiaries, which has not been resolved in previous Tax years. Neither the Company nor any of its Subsidiaries has waived any statute of

limitations in respect of Taxes or consented to extend the time in which any Tax may be assessed or collected by any taxing authority, which waiver or extension is still in effect.

(d) Neither the Company nor any of its Subsidiaries is a party to any agreement, contract, arrangement or plan that would result, separately or in the aggregate, in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code (or any corresponding provision of state, local, or non-U.S. Tax law) as a result of the transactions contemplated by this Agreement. Neither the Company nor any of its Subsidiaries (i) has been a member of an Affiliated Group filing a consolidated federal income Tax Return or (ii) has any Liability for the Taxes of any Person (other than the Company and its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. law) as a transferee or successor, by contract, or otherwise.

(e) Neither the Company nor any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) beginning after the Closing Date as a result of any (i) change in method of accounting for a taxable period ending on or prior to the Closing Date; (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) executed on or prior to the Closing Date; (iii) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law); (iv) any use of an improper method of accounting for a taxable period ending on or prior to the Closing Date; (v) installment sale or open transaction disposition made on or prior to the Closing Date; (vi) prepaid amount received on or prior to the Closing Date; or (vii) election under Section 108(i) of the Code. Neither the Company nor any of its Subsidiaries has a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise has an office or fixed place of business in a country other than the country in which it is organized. Each of the Company and its Subsidiaries has correctly classified those individuals performing services as common law employees, leased employees, independent contractors or agents of the Company or any of its Subsidiaries.

(f) Neither the Company nor any of its Subsidiaries has ever distributed Capital Stock of another Person, or has had its Capital Stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355 or 361 of the Code. Neither the Company nor any of its Subsidiaries is or has been a party to any "reportable transaction," as defined in Section 6707A(c)(1) of the Code and Treasury Regulation Section 1.6011-4(b).

(g) Each agreement, contract, plan or other arrangement that is a "nonqualified deferred compensation plan" subject to Section 409A of the Code to which the Company or any of its Subsidiaries is a party (collectively, a "Plan") complies with and has been maintained in accordance with the requirements of Section 409A of the Code and any U.S. Department of Treasury or Internal Revenue Service guidance issued thereunder and no amounts under any such Plan is or has been subject to the interest and additional tax set forth under Section 409A(a)(1)(B) of the Code. Neither the Company nor any of its Subsidiaries has any actual or potential obligation to reimburse or otherwise "gross-up" any Person for the interest or additional tax set forth under Sections 409A(a)(1)(B) or 4999 of the Code.

(h) None of the Units (other than Units for which a valid election under Section 83(b) has been made) is non-transferrable and subject to a substantial risk of forfeiture within the meaning of Section 83(b) of the Code.

(i) The Company and Mediate Medical America, LLC (i) have always been treated and properly classified as partnerships for federal (and applicable state and local) income Tax purposes, and (ii) have never filed, or had filed on their behalf, any election to be treated as an association taxable as a corporation for such purposes. The Company uses the accrual method of accounting for income Tax purposes.

6.9 Contracts and Commitments.

(a) Except as set forth on Schedule 6.9, neither the Company nor any of its Subsidiaries is a party to or bound by any written or oral:

(i) collective bargaining agreement or certification, either directly or indirectly, voluntary or by application of law or other Contract, including letters of understanding, letters of intent and other written communications with any labor union or association of employees (collectively, the "Collective Bargaining Agreements");

(ii) notice, pay in lieu of notice, golden parachute, termination pay, retention bonus, transaction bonus, severance agreement or arrangement or management agreement or other Contract for the employment of any officer, individual employee or other Person on a full-time, part-time or consulting basis providing for the payment of any cash or other compensation or benefits upon the sale of all or a material portion of the assets of the Company or any of its Subsidiaries or a change of control (other than such as results by Legal Requirement from the employment of an employee without an agreement as to notice, severance or other similar payments);

(iii) Contract relating to Indebtedness or to the mortgaging, pledging or otherwise placing a Lien on any asset or property of the Company or any of its Subsidiaries;

(iv) Contract, including, but not limited to, purchase orders, for the purchase, sale, distribution or marketing of raw materials, commodities, supplies, products or other personal property or for the furnishing or receipt of services which either calls for performance over a period of more than one year or involves consideration in excess of $100,000 per year or $200,000 in the aggregate;

(v) Contract with any agent or distributor which involves consideration in excess of $100,000 per year or $200,000 in the aggregate;

(vi) Contract which prohibits it from freely engaging in business anywhere in the world or to own, sell, transfer, pledge or otherwise dispose of any assets or restricts it or from soliciting or hiring any Person;

(vii) Contract relating to the ownership of Investments in any Person, including Investments in joint ventures and minority equity investments;

(viii) Contract under which the Company or any of its Subsidiaries has advanced or loaned any other Person any amount;

(ix) Contract under which the Company or any of its Subsidiaries is lessee of or holds or operates any property, real or personal, owned by any other party which involves annual rental payments of greater than $100,000 or group of such Contracts with the same Person which involve consideration in excess of $200,000 in the aggregate;

(x) Contract under which the Company or any of its Subsidiaries is lessor of, or permits any third party to hold or operate, any property, real or personal, owned or controlled by Company or any of its Subsidiaries which involves consideration in excess of $100,000;

(xi) warranty Contract with respect to its services rendered or its products sold, leased or licensed which contains terms and conditions that differ in any material respect from standard warranty terms and conditions of customers of the Company or any of its Subsidiaries (copies of which standard terms and conditions is attached to Schedule 6.9);

(xii) power of attorney;

(xiii) Contract that is a settlement, conciliation or similar agreement pursuant to which, on or after the date of execution of this Agreement, the Company or any of its Subsidiaries is required to pay consideration in excess of $100,000;

(xiv) Contract that provides any customer of the Company or any of its Subsidiaries with pricing, discounts or benefits that change based on the pricing, discounts or benefits offered to other customers of the Company or any of its Subsidiaries, including, without limitation, Contracts containing "most favored nation" provisions;

(xv) Contract where the Company or any of its Subsidiaries is the beneficiary of an exclusive dealing or any similar exclusivity provision, or where the Company or any of its Subsidiaries is the beneficiary of pricing, discounts or benefits offered to the Company or any of its Subsidiaries, including contracts containing "most favored nation" provisions;

(xvi) Contract relating to the acquisition or sale of the Business (or any material portion thereof), excluding those relating to the sale to Buyer as contemplated by this Agreement and any confidentiality agreements entered with third parties in advance of preliminary discussions to sell the Business (or any material portion thereof);

(xvii) Contract (or group of related Contracts) the performance of which involves consideration in excess of $100,000 per year or $200,000 in the aggregate or which cannot be canceled by the Company or any of its Subsidiaries within thirty (30) days' notice without premium or penalty;

(xviii) except as set forth on Schedule 6.17, any Contracts with Affiliates of the Company, any of its Subsidiaries or any Equityholder;

(xix) any Contract relating to or affecting the Company's or any of its Subsidiaries' ability to own, use, transfer, license, disclose, distribute or enforce any Intellectual Property, including any concurrent use Contract, consent Contract, settlement Contract, escrow Contract, indemnification, or Contract providing for the development of any Intellectual Property, independently or jointly, by or for the Company or any of its Subsidiaries (other than Contracts for unmodified, generally commercially available, off-the-shelf Software);

(xx) Contract or order between the Company or any of its Subsidiaries and a Governmental Entity or between the Company or any of its Subsidiaries as a subcontractor (at any tier) in connection with a Contract between another Person and a Governmental Entity; or

(xxi) confidentiality agreement entered into with third parties, including contract manufacturers, in connection with the development of a manufacturing capability.

(b) With respect to the Company's and its Subsidiaries' obligations thereunder and, with respect to the obligations of the other parties thereto, all of the Contracts set forth or required to be set forth on a Schedule hereto are valid, binding and enforceable as to the Company or any of its Subsidiaries party to such Contract, and to the Knowledge of the Company, as to the other parties thereto, in accordance with their respective terms, and will continue as such following the consummation of the transactions contemplated hereby. Each of the Company and its Subsidiaries has performed all obligations required to be performed by it under such Contract and is not in material default under or in material breach of nor in receipt of any claim of default or breach under any such Contract. To the Knowledge of the Company, no event has occurred which with the passage of time or the giving of notice or both would, or would reasonably be expected to, result in a default, breach or event of noncompliance by Company or any of its Subsidiaries under any such Contract or would permit the termination of any such Contract. To the Knowledge of the Company, there has been no breach or cancellation or anticipated breach or cancellation by the other parties to any such Contract.

(c) A true, correct and complete copy of each of the written Contracts and an accurate description of each of the oral Contracts which are referred to on the attached Schedules, have been delivered to Buyer.

6.10 Intellectual Property Rights.

(a) Schedule 6.10(a) sets forth a complete and correct list of all of the following that are owned by the Company or any of its Subsidiaries (or, with respect to registrations or applications for registration, that are owned by or have been filed in the name of the Company or any of its Subsidiaries): (i) issued patents and pending patent applications; (ii) registrations and applications for registration of any copyrights; (iii) trade names; (iv) internet domain names; and (v) registrations and applications for registration of any trademarks, and material unregistered trademarks.

(b) Except as disclosed on Schedule 6.10(b), the Company or one of its Subsidiaries owns and possesses all right, title and interest in and to all of the Intellectual Property listed on Schedule 6.10(a) free and clear of all Liens. Each of the Company and its Subsidiaries owns and possesses all right, title and interest in and to, or has licenses to use, pursuant to a written license agreement, each of which is valid and enforceable as to the Company or any of its Subsidiaries, and to the Knowledge of the Company, as to the other parties thereto, all other Intellectual Property used in or necessary for the conduct of the Business as presently conducted (collectively, together with all Intellectual Property disclosed on Schedule 6.10(a), the "Company Intellectual Property"). All Company Intellectual Property owned by the Company and its Subsidiaries and, to the Knowledge of the Company, licensed to the Company or its Subsidiaries, is valid and enforceable, and none has been misused by the Company or any of its Subsidiaries.

(c) In each case in which the Company or any of its Subsidiaries has purported to acquire ownership of any Intellectual Property from any Person, the Company or its Subsidiaries have obtained an assignment, each of which is valid and enforceable as to the Company or any of its Subsidiaries, and to the Knowledge of the Company, as to the other parties thereto, sufficient to transfer all rights in and to such Intellectual Property to the Company or its Subsidiaries, as applicable. Except as set forth on Schedule 6.10(c), each current and former employee, agent, consultant and independent contractor of the Company and its Subsidiaries who has developed or participated in the development of any Intellectual Property in connection with such employment or engagement has executed and delivered to the Company or any of its Subsidiaries a valid and enforceable agreement, pursuant to which, *inter alia*, such current and former employees, agents, consultants, and independent contractors have assigned and have agreed to assign all of their rights in such Intellectual Property to the Company or one of its Subsidiaries, have agreed to keep such Intellectual Property confidential (except to the extent such Intellectual Property is or becomes generally available to the public through no fault of such current and former employees, agents, consultants, and independent contractors) and to use such Intellectual Property in the course of their employment, agency or contract solely for the benefit of the Company and its Subsidiaries, and have waived all of their moral rights in respect of such Intellectual Property. No such Person, including any current or former employee, agent, consultant or independent contractor (i) is in violation of such agreement, (ii) has filed or, in a writing to the Company, any of its Subsidiaries or any of its or their advisors, agents or representatives, threatened any claim against the Company or any of its Subsidiaries related to Intellectual Property, and to the Knowledge of the Company, there is no reasonable basis for any of the foregoing, or (iii) has any registrations issued or applications pending for any Intellectual Property used or needed by the Company or any of its Subsidiaries that have not been assigned to the Company or any of its Subsidiaries. Neither the carrying on of the Business by the employees of the Company and its Subsidiaries nor the conduct of the Business as presently conducted or, to the Knowledge of the Company, as proposed to be conducted (as described in the Product Development Initiatives section of the T-DOC Management Presentation presented to Buyer's representatives on April 10, 2013) will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any Contract under which any Person who has contributed to the creation, invention, modification or improvement of any Intellectual Property purportedly owned by the Company or any of its Subsidiaries, in whole or in part, is now obligated, in each case that would have an

adverse effect upon the Company's or any of its Subsidiaries' title to or right to use any such Intellectual Property.

(d) Each of the Company and its Subsidiaries has taken commercially reasonable measures to maintain the confidentiality of the processes and formulae, research and development results and other know-how or trade secrets of the Company and its Subsidiaries. The operation of the Business of each of the Company and its Subsidiaries as presently conducted and, to the Knowledge of the Company, as proposed to be conducted (as described in the Product Development Initiatives section of the T-DOC Management Presentation presented to Buyer's representatives on April 10, 2013) does not infringe, misappropriate, dilute or otherwise violate the Intellectual Property of any other Person. To the Knowledge of the Company, the Company Intellectual Property has not been infringed, misappropriated, diluted or otherwise violated by any other Persons.

(e) Neither the Company nor any of its Subsidiaries has received any communication or notice, alleging that the Company or any of its Subsidiaries has infringed, misappropriated, passed-off, diluted or otherwise violated or, by conducting the Business as presently conducted or as proposed to be conducted (as described in the Product Development Initiatives section of the T-DOC Management Presentation presented to Buyer's representatives on April 10, 2013), would infringe, misappropriate, dilute, pass-off or otherwise violate, any Intellectual Property of any other Person (including any demand or request that the Company or any of its Subsidiaries license any rights from a third party) and neither the Company nor any of its Subsidiaries has requested or received any opinions of counsel related to the foregoing.

(f) There has not been any Action challenging the use, ownership, validity, enforceability or registerability of any Company Intellectual Property owned by the Company or any of its Subsidiaries or, to the Knowledge of the Company, licensed to the Company or any of its Subsidiaries, nor has the Company or any of its Subsidiaries received any communication or notice indicating any likelihood of any such Action. Neither the Company nor any of its Subsidiaries has requested or received any opinions of counsel related to the foregoing. There have been no claims made, or to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries asserting the invalidity, misuse or unenforceability of or challenging the ownership of any Intellectual Property owned by or, to the Knowledge of the Company, licensed to the Company or any of its Subsidiaries.

(g) Except as set forth on Schedule 6.10(g), no loss of Company Intellectual Property by the Company or any of its Subsidiaries (other than by expiration in the ordinary course) is threatened, pending or reasonably foreseeable and neither the Company nor any of its Subsidiaries is aware of any Intellectual Property owned or used by any third party that reasonably could be expected to supersede or make obsolete any product or process of the Company or any of its Subsidiaries, or to limit the Business as currently conducted or, to the Knowledge of the Company, as proposed to be conducted (as described in the Product Development Initiatives section of the T-DOC Management Presentation presented to Buyer's representatives on April 10, 2013).

(h) Immediately following the Closing, all of the Company Intellectual Property will continue to be owned or available for use by the Company and its Subsidiaries on the same terms and the same conditions as in effect immediately prior to the Closing.

(i) The computer systems, including Software, hardware, servers, networks and interfaces used by or for the Company and its Subsidiaries (the "Company Systems") are sufficient for the immediate needs of the Business (including, without limitation, as to capacity and ability to process current peak volumes and anticipated volumes in a timely manner). In the prior eighteen (18) months, there have been no failures or bugs in or breakdowns or continued substandard performance of the Company Systems (as a whole or with respect to any portion thereof) which have caused any substantial disruption or interruption in or use of the Company Systems (as a whole or with respect to any portion thereof) and, to the Knowledge of the Company, no fact or matter exists which may disrupt or interrupt or affect the use of the Company Systems following the Closing on the same basis as the Company Systems are presently used by the Company and its Subsidiaries. Each of the Company and its Subsidiaries has used commercially reasonable efforts to protect the Company Systems from becoming infected by viruses, Trojan horses, and other malicious code. Each of the Company and its Subsidiaries has used commercially reasonable efforts: (i) to provide for the security, continuity and integrity of the Company Systems and the back-up and recovery of data and information (whether data or information of the Company, its Subsidiaries or its customers or other Persons) stored or contained therein or accessed or processed thereby; and (ii) to prevent and guard against any unauthorized access or use thereof. To the Knowledge of Company, there have not been any unauthorized intrusions or breaches of the security of any of the Company Systems or any unauthorized access or use of any of the data or information (whether data or information of the Company, its Subsidiaries or its customers or other Persons) stored or contained therein or accessed or processed thereby or that has resulted in the destruction, damage, loss, corruption, alteration or misuse of any such data or information.

(j) Each of the Company, its Subsidiaries and any other Selling Party, with respect to the Business, is in compliance in all material respects with internal privacy policies and terms of use and with all applicable data protection, privacy and other Legal Requirements governing the collection, use, storage, distribution, transfer or disclosure (whether electronically or in any other form or medium) of any personal information or data in all material respects.

6.11 Litigation, Etc. Schedule 6.11 sets forth (a) all Actions against or by the Company or any of its Subsidiaries since December 31, 2008 and (b) all Actions, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries since December 31, 2008 by any former employee, independent contractor or consultant who earned more than $100,000 per year. Except as disclosed on Schedule 6.11, there are no material Actions pending, or to the Knowledge of the Company threatened, against or affecting the Company or any of its Subsidiaries or the operation, conduct, use or value of any of their properties or facilities (or pending or threatened against or affecting any of the officers, directors or employees of the Company or any of its Subsidiaries with respect to the Company's and its Subsidiaries' business or proposed business activities), or pending or threatened by the Company or any of its Subsidiaries (or which it plans to initiate) against any third party, at law or in equity, or before or by any Governmental Entity (including any actions, suits, proceedings or investigations with respect to the transactions contemplated by the Transaction Documents).

Neither the Company nor any of its Subsidiaries has received any opinion, memorandum or legal advice from legal counsel to the effect that the Company or any of its Subsidiaries is exposed, from a legal standpoint, to any Liability which may be material. Neither the Company nor any of its Subsidiaries has received any notice of, and to the Knowledge of the Company there has not been any, accident, happening or event which is caused or allegedly caused by or otherwise involving any services performed in connection with or on behalf of the Company or any of its Subsidiaries that is reasonably likely to result in or serve as a basis for a material claim or loss. Except as set forth on Schedule 6.11, neither the Company nor any of its Subsidiaries is subject to any judgment, order or decree of any court or other Governmental Entity. Except as set forth on Schedule 6.11, neither the Company nor any of its Subsidiaries will be subject to any Liability not fully covered by insurance maintained by the Company or any of its Subsidiaries, in respect of the matters set forth on Schedule 6.11.

6.12 Brokerage. Except for obligations to Capstone Partners LLC, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any Contract binding upon the Company or any of its Subsidiaries. For the avoidance of doubt, all obligations to Capstone Partners LLC are Selling Parties Transaction Expenses.

6.13 Insurance. Schedule 6.13 lists and briefly describes each insurance policy maintained for or on behalf of the Company or any of its Subsidiaries with respect to its properties, assets and business. All of such insurance policies are in full force and effect, and no default exists with respect to the obligations of the Company or any of its Subsidiaries under any such insurance policies (including failure to pay premiums) and neither the Company nor any of its Subsidiaries has received any notification of cancellation of any of such insurance policies or intent to cancel or notice of increase or intent to increase premiums in any significant respect with respect to such insurance policies. With respect to each such insurance policy, no claim for coverage has been denied under such insurance policies and no claims have been filed against such insurance policies that could materially erode available policy limits. Since inception, the Company and its Subsidiaries have maintained insurance coverage reasonably appropriate for the conduct of the business and operations of the Company and its Subsidiaries without interruption. Except as set forth on Schedule 6.13, neither the Company nor any of its Subsidiaries has any self-insurance or co-insurance programs.

6.14 Employees.

(a) Except as set forth on Schedule 6.14(a), with respect to the Company and its Subsidiaries: (i) no executive or manager (A) to the Knowledge of the Company, has any present intention to terminate their employment, or (B) is a party to any confidentiality, non-competition, proprietary rights or other such agreement between such employee and any other Person besides the Company or any of its Subsidiaries that would be material to the performance of such employee's employment duties, or the ability of the Company or any of its Subsidiaries to conduct their business; (ii) there is no Collective Bargaining Agreement or relationship with any Person; (iii) no Person or labor organization or group of employees holds bargaining rights or has applied to be certified as a bargaining agent or has filed any representation petition or made any written or oral demand for recognition or applied to have the Company or any of its Subsidiaries declared a common, true or related employer pursuant

to any applicable Legal Requirement; (iv) no union organizing, certification or decertification efforts have occurred in the last five (5) years and none are underway or, to the Knowledge of the Company, threatened and no other question concerning representation exists; (v) no labor strike, work stoppage, slowdown or other material labor dispute has occurred in the last five (5) years, and none is underway or, to the Knowledge of the Company, threatened; (vi) to the Knowledge of the Company, there is no workplace safety or workman's compensation liability, experience or matter that would reasonably be expected to result in a material Liability to the Company, its Subsidiaries or Buyer; (vii) there is no employment-related charge, Action, grievance, inquiry or obligation of any kind, pending or, to the Knowledge of the Company, threatened in any forum, relating to an alleged violation or breach by the Company or any of its Subsidiaries (or their respective officers or directors) of any Legal Requirement or Contract and there is no basis for such claim; and (viii) to the Knowledge of the Company, no employee or agent of the Company or any of its Subsidiaries has committed any act or omission giving rise to material Liability for any violation or breach identified in subsection (vii) above. Except as set forth on Schedule 6.14(a), there are no written personnel manual, policies, rules or procedures applicable to employees of the Company or any of its Subsidiaries. With respect to this transaction, any notice required under any law or collective bargaining agreement will have been given prior to Closing. Within the past three (3) years, neither the Company nor any of its Subsidiaries has implemented any plant closing or layoff of employees that could implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar foreign, state or local law, regulation or ordinance (collectively, the "WARN Act"), and no such action will be implemented without advance notification to and consent from Buyer. Each of the Company and its Subsidiaries has complied in all material respects with all applicable laws relating to the employment or labor, including provisions thereof relating to wages, hours, overtime, equal opportunity, pay equity, fair labor standards, nondiscrimination, workers compensation, collective bargaining, termination of employment and the payment of social security and other Taxes.

(b) All salaries, wages, commissions, bonus, overtime pay, vacation pay, benefits, sick days, holiday pay and similar amounts due to be paid to the employees from Company or any of its Subsidiaries with respect to services performed through the Closing Date will be paid as of the Closing and the Company and its Subsidiaries will make all applicable deduction at source for Taxes and payroll Taxes arising therefrom which will be remitted to the appropriate Governmental Entity when due (in all cases in accordance with the Company's and its Subsidiaries' payroll practices in existence on the date of this Agreement). Neither the Company nor any of its Subsidiaries is subject to any order to reinstate any employees in connection with the Business.

(c) There are no outstanding assessments, penalties, fines, liens, charges, surcharges or other amounts due or owing pursuant to any workplace safety and insurance legislation, neither the Company nor any of its Subsidiaries has been reassessed in any material respect under such legislation during the past three (3) years and, to the Knowledge of the Company, no audit of the Company or any of its Subsidiaries is currently being performed pursuant to any applicable workplace safety and insurance legislation.

(d) Each of the Company and its Subsidiaries has provided to Buyer all orders and inspections reports under occupational health and safety legislation ("OHSA")

together with minutes of the Company's and its Subsidiaries' joint health and safety committee meetings in each case for the last three (3) years. There are no charges pending under OHSA and none have been laid in the last five (5) years. Each of the Company and its Subsidiaries has complied in all material respects with any orders issued under OHSA and there are no appeals of any orders under OHSA currently outstanding.

(e) Neither the execution of this Agreement nor the consummation of the transaction contemplated in this Agreement will, except as permitted under this Agreement:

(i) result in any payment (including, without limitation, bonus, golden parachute, retirement, severance, retiring allowance or similar payment, or any other benefit or enhanced benefit) becoming due or payable to any current or former employee of the Company or any of its Subsidiaries;

(ii) increase the rate of wages, salaries, commissions, bonuses, incentive compensation or other remuneration, severance entitlements or benefits otherwise payable to any current or former employee of the Company or any of its Subsidiaries;

(iii) entitle any employee of the Company or any of its Subsidiaries to any job security or similar entitlement; or

(iv) result in the acceleration of the time of payment or vesting of any benefits or entitlements otherwise available pursuant to any Employee Benefit Plans.

(f) Each independent contractor/consultant of the Company or any of its Subsidiaries and former independent contractor/consultant of the Company or any of its Subsidiaries has been properly classified by the Company or any of its Subsidiaries as an independent contractor/consultant and neither the Company nor any of its Subsidiaries has received any notice from any Governmental Entity disputing such classification. No employee of the Company or any Subsidiary is employed pursuant to a work permit and the employees are capable of operating the Business.

(g) Schedule 6.14(g) contains a correct and complete list of each employee and independent contractor/consultant employed or retained by the Company or any of its Subsidiaries, whether actively at work or not, showing without names or employee numbers their job titles, salaries, wage rates, overtime eligibility, commissions and consulting fees, bonuses, benefits, positions, status as full-time or part-time employees, location of employment, hire dates, recognized length of service, status of employees and whether they are subject to a written employment and consulting agreement. True and complete copies of all written employment and consulting agreements have been provided or made available to Buyer. All employment and consulting agreements are in full force and effect and valid and binding on the Company or any of its Subsidiaries in accordance with their terms, and, to the Knowledge of the Company, each other party thereto. Schedule 6.14(g) contains for each employee their annual vacation entitlement days, their accrued and unused vacation days as of the date hereof, any other annual paid time off entitlement in days and their accrued and unused days of such other paid time off or banked overtime as of the date hereof. Schedule 6.14(g) lists any employee

currently on leave, together with the type of leave and their expected date of return to work, if known.

6.15 Employee Benefit Plans.

(a) Except as set forth on Schedule 6.15(a), the Company, its Subsidiaries and any ERISA Affiliate do not maintain, contribute to, have an obligation to contribute to or have any actual or potential Liability with respect to any Employee Benefit Plan.

(b) Except as set forth on Schedule 6.15(b), each Employee Benefit Plan (and each related trust, insurance contract or fund) is, has been and will be through the Closing Date operated, maintained, funded and administered in compliance with its terms and, in form and operation with the Code and ERISA and other applicable laws, and neither the Company nor any of its Subsidiaries has received notification to the contrary from the Internal Revenue Service, Department of Labor, the Pension Benefit Guaranty Corporation ("PBGC") or other governmental agencies. Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code, and each trust forming a part thereof, has received a favorable determination letter that it qualifies under the Code (and that its trust is exempt from tax under the Code). Except as set forth on Schedule 6.15(b), nothing has occurred since the date of such favorable determination letter that could adversely affect the qualified status of such Plan or the tax-exempt status of the trust.

(c) Except as set forth on Schedule 6.15(c), the Company, its Subsidiaries and its ERISA Affiliates: (i) do not maintain, contribute to, have any obligation to contribute to or have any actual or potential Liability including withdrawal liability as defined in Section 4201 of ERISA with respect to any active or terminated, funded or unfunded, Multiemployer Plan; (ii) have not failed to satisfy any minimum funding requirement, if any, under Section 412 of the Code or Section 302 of ERISA; (iii) have not failed to make a required contribution or payment to a Multiemployer Plan (as described in Section 4001 (a)(3) of ERISA); (iv) have not made a complete or partial withdrawal under Sections 4203 or 4205 of ERISA from a Multiemployer Plan; or (v) do not maintain, contribute to, have any obligation to contribute to, or have any actual or potential Liability under or with respect to any "defined benefit plan" (as defined in Section 3(35) of ERISA) or any other plan that is subject to Title IV of ERISA. No asset or property of the Company or any of its Subsidiaries is subject to any Lien under ERISA of the Code.

(d) With respect to each Employee Benefit Plan that is subject to Title IV of ERISA, and except as set forth on Schedule 6.15(b), (i) no Reportable Event has occurred which could reasonably be expected to result in a Liability to the Company or any of its Subsidiaries, (ii) the Company, its Subsidiaries and each of its ERISA Affiliates have made when due any contributions required under Section 412 of the Code and Section 302 of ERISA, (iii) none of the Company, its Subsidiaries or any ERISA Affiliate is required to provide security under Section 436(f) of the Code, (iv) all premiums (and interest charges and penalties for late payment, if applicable) have been paid when due to the PBGC, (v) no filing has been made by the Company, its Subsidiaries or any ERISA Affiliate with the PBGC and no proceeding has been commenced by the PBGC to terminate any Employee Benefit Plan, (vi) no condition exists which could constitute grounds for the termination of any such Employee Benefit Plan by the PBGC, and (vii) no liability has been incurred under Section 4062(e) of ERISA.

(e) No Employee Benefit Plan has any unfunded Liability.

(f) Neither the Company nor any of its Subsidiaries maintains or contributes to any Employee Benefit Plan or other agreement or arrangement which provides or could require the Company or any of its Subsidiaries to provide benefits to current or future retired or terminated directors, officers or employees (or any spouse of dependent thereof) other than as required under Part 6 of Subtitle B of ERISA, Section 4980B of the Code and any similar state or provincial law ("COBRA"). The requirements of COBRA have been met with respect to each Employee Welfare Benefit Plan sponsored by the Company, its Subsidiaries or any ERISA Affiliate that is subject to COBRA

(g) The Company has delivered to Buyer true, complete and correct copies, to the extent applicable of (i) all documents and summary plan descriptions pursuant to which the Employee Benefit Plans are maintained, funded and administered, as amended, together with all related documentation, (ii) the two most recent annual reports (Form 5500 series) filed with the Internal Revenue Service (with attachments), (iii) the two most recent actuarial reports, (iv) the two most recent financial statements, (v) all governmental rulings, determinations and opinions (and pending requests for governmental rulings, determinations and opinions) or other correspondence or notices to or from Governmental Entities dated within the past twenty-four (24) months (other than filings made in the ordinary course of business), (vi) the most recent valuation (but in any case at least one that has been completed within the last calendar year) of the present and future benefit obligations under each Employee Benefit Plan that provides post-retirement or post-employment, health, life insurance, accident or other "welfare-type" benefits and (vii) the most recent determination letters from the IRS.

(h) Except as set forth on Schedule 6.15(a), all contributions (including all employer contributions and employee salary reduction contributions) that are due have been made within the time periods prescribed by ERISA and the Code to each such Employee Benefit Plan that is an Employee Pension Benefit Plan and all contributions for any period ending on or before the Closing Date that are not yet due have been made to each such Employee Pension Benefit Plan or accrued in accordance with GAAP. All premiums or other payments for all periods ending on or before the Closing Date have been paid with respect to each such Employee Benefit Plan that is an Employee Welfare Benefit Plan.

(i) There have been no non-exempt "prohibited transactions" (as defined in Section 406 of ERISA and Section 4975 of the Code) with respect to any such Employee Benefit Plan or any Employee Benefit Plan maintained by an ERISA Affiliate. No fiduciary has any Liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any such Employee Benefit Plan. No Action with respect to any such Employee Benefit Plan (other than routine claims for benefits) is pending or, to the Knowledge of the Company or any director or officer (or employee with responsibility for employee benefits matters) of the Company or any of its Subsidiaries, threatened. No Selling Party or any director or officer (or employee with responsibility for employee benefits matters) of the Company or any of its Subsidiaries has any Knowledge of any basis for any such Action.

(j) The consummation of the transactions contemplated by this Agreement will not accelerate the time of the payment or vesting of, or increase the amount of, or result in the forfeiture of compensation or benefits under any Employee Benefit Plan.

(k) No insurance policy or any other agreement affecting any Employee Benefit Plan requires or permits a retroactive increase in contributions, premiums or other payments due thereunder. The level of insurance reserves under each Employee Benefit Plan which provides group benefits and contemplates the holding of such reserves is reasonable and sufficient to provide for all incurred but unreported claims.

(l) No advance tax rulings have been sought or received in respect of any Employee Benefit Plan.

(m) All employee data necessary to administer each Employee Benefit Plan in accordance with its terms and conditions and all Legal Requirements is in possession of the Company and its Subsidiaries and such data is complete, correct and in a form which is sufficient for the proper administration of each Employee Benefit Plan.

6.16 Compliance with Laws. Except as set forth on Schedule 6.16, each of the Company and its Subsidiaries has materially complied with and is currently in material compliance with all applicable laws, ordinances, codes, rules, requirements, regulations and other Legal Requirements of all Governmental Entities relating to the operation and conduct of its business or any of its properties or facilities, and none of the Company, its Subsidiaries or any other Selling Party has received notice of any violation of any of the foregoing (whether material or not).

6.17 Affiliated Transactions. Except as set forth on Schedule 6.17, no officer, director, employee, equityholder or Affiliate of the Company or any of its Subsidiaries or any individual related by blood, marriage or adoption to any such individual or any entity in which any such Person or individual owns any beneficial interest (an "Insider"), (a) is a party to any Contract with the Company or any of its Subsidiaries, (b) has any interest in any property, asset or right used by the Company or any of its Subsidiaries or necessary or desirable for the Business, (c) has received any funds from the Company or any of its Subsidiaries since the date of the Latest Balance Sheet, (d) provides services or resources to the Company or any of its Subsidiaries or is dependent on services or resources provided by the Company or any of its Subsidiaries or (e) has any material direct or indirect interest in any consultant, competitor, creditor, debtor, referral source, payor, customer, distributor, supplier or vendor of the Company or any of its Subsidiaries.

6.18 Customers and Suppliers.

(a) Schedule 6.18(a) lists (i) the top ten (10) customers (including agents and distributors) based on gross revenues of the Company and its Subsidiaries for each of the calendar years ending December 31, 2011 and December 31, 2012 and the six-month period ending June 30, 2013 and the gross revenues generated from such customer (collectively, the "Material Customers") and (ii) the percentage of total gross revenues of the Company and its Subsidiaries for each such period generated by each Material Customer. Neither the Company nor any of its Subsidiaries has received any notice from any Material Customer or otherwise has any Knowledge that such Material Customer is considering or intends, anticipates or otherwise expects to stop, decrease the volume of, or change, adjust, alter or otherwise modify any of the terms (whether related to payment, price or otherwise) with respect to purchasing materials, products or services from the Company or any of its Subsidiaries (whether as a result of the

consummation of the transactions contemplated hereby or otherwise). To the Knowledge of the Company, there have been no developments with any Material Customer that may serve as the basis for such Material Customer materially changing its relationship with the Company.

(b) Schedule 6.18(b) lists (i) the top three (3) licensors, vendors, suppliers, service providers and other similar business relations of the Company and its Subsidiaries based on the amounts paid to such Persons for each of the calendar years ending December 31, 2011 and December 31, 2012 and the six-month period ending June 30, 2013 (the "Material Suppliers"), the amounts owing to each such Person, and whether such amounts are past due and (ii) the percentage of the total amount paid to licensors, vendors, suppliers, service providers and other similar business relations of the Company and its Subsidiaries for each such period generated by each Material Supplier. Neither the Company nor any of its Subsidiaries has received any notice from any Material Supplier or otherwise has any Knowledge that such Material Supplier is considering or intends, anticipates or otherwise expects to stop, decrease the volume of, or change, adjust, alter or otherwise modify any of the terms (whether related to payment, price or otherwise) with respect to supplying materials, products or services to the Company or any of its Subsidiaries (whether as a result of the consummation of the transactions contemplated hereby or otherwise). To the Knowledge of the Company, there have been no developments with any Material Supplier that may serve as the basis for such Material Supplier materially changing its relationship with the Company or any of its Subsidiaries.

6.19 Real Property.

(a) Neither the Company nor any of its Subsidiaries owns any real property.

(b) Each of the Company and its Subsidiaries leases only the real property described on Schedule 6.19(b) (the "Leased Real Property"), and does not sublease any other real property. Each of the Company and its Subsidiaries has a valid leasehold interest in the Leased Real Property, subject only to Permitted Liens. The Company has previously delivered to Buyer complete and accurate copies of each of the leases for the Leased Real Property, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto (the "Lease"). With respect to the Lease: (i) the Lease is valid, binding and enforceable as to the Company or any of its Subsidiaries party to the Lease, and to the Knowledge of the Company, as to the other parties thereto, in accordance with their respective terms; (ii) no party to the Lease has repudiated any provision thereof; (iii) there are no disputes, oral agreements or forbearance programs in effect as to the Lease; (iv) the Lease has not been modified in any respect, except to the extent that such modifications are disclosed by the documents referenced in Schedule 6.19(b); and (v) neither the Company nor any of its Subsidiaries has assigned, sublet, licensed, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the Lease.

(c) With respect to the Leased Real Property: (i) the current use of such property and the operation of the Business do not, to the Knowledge of the Company, violate any instrument of record, Contract or any applicable Legal Requirements affecting the Leased Real Property, and do not subject any party to any unpaid monetary fines or penalties; (ii) to the Knowledge of the Company, all buildings, structures and other improvements located on such property, including all material components thereof, are structurally sound, in good operating

condition and repair, subject only to the provision of usual and customary maintenance provided in the ordinary course of business with respect to buildings, structures and improvements of like age and construction and, to the Knowledge of the Company, all water, gas, electrical, steam, compressed air, telecommunication, sanitary and storm sewage lines and other utilities and systems serving such property are sufficient to enable the continued operation of the Business as it is now conducted; (iii) to the Knowledge of the Company, except for the Lease, there are no leases, subleases, licenses, concessions or other Contracts, written or oral, granting to any other Person the right of use or occupancy of any portion of the Leased Real Property; (iv) there are no Persons (other than the Company and its Subsidiaries) in possession of such Leased Real Property and (v) to the Knowledge of the Company, there is no condemnation, expropriation or other proceeding in eminent domain pending or threatened, against the Leased Real Property or any portion thereof or interest therein.

6.20 Environmental Matters.

(a) Each of the Company and its Subsidiaries has complied and is in compliance, in all material respects, with all Environmental Laws affecting the Leased Real Property and the Business, which compliance has included obtaining and complying at all times with all material permits, licenses and other authorizations that are required pursuant to Environmental Laws for the occupation of the Leased Real Property and the operation of the Business.

(b) No Selling Party has received any written notice, report or other information regarding any actual or alleged violation of, or Liability under, Environmental Laws respecting the Company or any of its Subsidiaries. There are no Actions pending, or to the Knowledge of the Company, threatened, against the Company or its Subsidiaries pursuant to Environmental Laws and none of the Company, its Subsidiaries or any other Selling Party is subject to any judgment, order or decree pursuant to Environmental Laws.

(c) Neither the Company, its Subsidiaries nor, to the Knowledge of the Company, any other Person has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, manufactured, distributed, exposed any Person to, or released any substance, including any petroleum or hazardous substance, or owned or operated any property or facility contaminated by any substance, in each case so as to give rise to any material Liabilities of the Company, its Subsidiaries or any Selling Party pursuant to Environmental Laws.

(d) Neither the Company nor its Subsidiaries has designed, manufactured, sold, marketed, installed or distributed products or other items containing asbestos, and none of such entities is or will become subject to any Liabilities with respect to the presence of asbestos in any product or item.

(e) Neither the Company nor any of its Subsidiaries has assumed, undertaken, provided an indemnity with respect to, or otherwise become subject to, any material Liability of any other Person relating to Environmental Laws.

(f) The Selling Parties have furnished to Buyer all environmental audits, assessments and reports, and all other documents materially bearing on environmental, health

or safety Liabilities, with respect to the current and former operations and facilities of the Business or the Company and its Subsidiaries, including at the Leased Real Property, to the extent such audits, assessments, reports or documents are in the actual possession or reasonable control of any Selling Party.

6.21 Permits. Each of the Company and its Subsidiaries owns, holds or possesses all permits, filings, notices, licenses, consents, authorizations, accreditations, waivers, approvals and the like of, to or with any Governmental Entity or any other Person (collectively, the "Permits") which are required for the conduct of the Business and the ownership, use or occupancy of the Company's and its Subsidiaries' assets, all of such Permits are identified on Schedule 6.21. Each of the Company and its Subsidiaries is in compliance with all material terms and conditions of all Permits. All such Permits are in full force and effect and will remain in full force and effect after the Closing. Neither the Company nor any of its Subsidiaries has received any notices (written or oral) to the contrary and there is no basis for believing that any Permit will not be renewable upon expiration without the need to comply with any special qualification procedures or to pay any amounts other than routine filing fees. None of such Permits will be adversely affected by the consummation of the transactions contemplated hereby. Neither the Company nor any of its Subsidiaries has received any notification from any Governmental Entity (a) asserting that the Company or any of its Subsidiaries is not in compliance with any Legal Requirement or (b) threatening to revoke any Permit.

6.22 Absence of Certain Developments. Except as set forth on Schedule 6.22 attached hereto, since December 31, 2012, neither the Company nor any of its Subsidiaries has:

(a) redeemed or repurchased, directly or indirectly, any Capital Stock or declared, set aside or paid any dividends or made any other distributions with respect to any of its Capital Stock;

(b) issued, sold or transferred any notes, bonds or other debt securities or any equity securities, securities convertible, exchangeable or exercisable into equity securities, or warrants, options or other rights to acquire equity securities, of the Company or any of its Subsidiaries;

(c) borrowed any amount or incurred or become subject to any Indebtedness or other Liabilities, except trade payables and accrued liabilities incurred in the ordinary course of business;

(d) mortgaged, pledged or subjected to any Lien on any portion of its properties or assets (other than licenses of Software to customers in the ordinary course of business);

(e) failed to accrue any earned bonus or other incentive compensation for fiscal year 2012 and 2013;

(f) sold, assigned, leased, licensed (as licensor), assigned, disposed of, transferred, or otherwise encumbered (including transfers to any Insider or any employees or Affiliates of the Company or any of its Subsidiaries) any of its assets (whether tangible or intangible, including with respect to Intellectual Property), except for (i) sales of inventory in

the ordinary course of business and licenses granted in connection therewith and (ii) non-exclusive licenses granted in the ordinary course of business consistent with past practice;

(g) disclosed any proprietary confidential information to any Person that is not subject to any confidentiality agreement;

(h) suffered any extraordinary losses or waived any rights of material value, whether or not in the ordinary course of business;

(i) suffered any theft, damage, destruction or casualty loss in excess of $25,000, to its assets, whether or not covered by insurance, or experienced any material changes in the amount and scope of insurance coverage;

(j) entered into, amended, accelerated, assigned or terminated any Contract, taken any other action or entered into any other transaction involving more than $25,000 or otherwise outside the ordinary course of business;

(k) implemented any layoff of employees that could implicate the WARN Act;

(l) (i) made or granted any bonus or increase in the compensation or benefits of any employee or officer of the Company or any of its Subsidiaries or (ii) entered into, amended, modified or terminated any Employee Benefit Plan;

(m) (i) made any change in its cash management process, (ii) conducted its billing and collection of receivables and inventory purchases other than in the ordinary course of business or (iii) made any write down in the value of its assets;

(n) made any capital expenditures or commitments therefor (other than in the ordinary course of business and in amounts sufficient to support the Company's and its Subsidiaries' ongoing business operations);

(o) delayed or postponed the repair or maintenance of its properties or the payment of accounts payable, accrued liabilities or other obligations or Liabilities;

(p) engaged in any promotional sales or discount or other activity with customers that has or would reasonably be expected to have the effect of accelerating to pre-Closing periods sales that would otherwise be expected to occur in post-Closing periods;

(q) made loans or advances to, guarantees for the benefit of, or any Investments in, any Persons in excess of $25,000 in the aggregate;

(r) instituted or settled any claim or lawsuit;

(s) granted any performance guarantees to its customers other than in the ordinary course of business and consistent with the policies and practices disclosed to Buyer;

(t) instituted or permitted any material change in the conduct of its business, or any change in its method of purchase, sale, lease, management, marketing, promotion or operation;

(u) made any loan or entered into any transaction with or distributed any assets or property to any of its officers, directors, equityholders, Affiliates or other Insiders, except for base compensation paid to Insiders in the ordinary course of business;

(v) acquired any other business or entity (or any significant portion or division thereof), whether by merger, consolidation or reorganization or by the purchase of its assets or Capital Stock;

(w) abandoned, permitted to lapse, or failed to maintain, any material Company Intellectual Property owned by the Company or any of its Subsidiaries;

(x) made or changed any election, changed any annual accounting period, adopted or changed any method of accounting or accounting principles, practices or policies, filed any amended Tax Return, entered into any closing agreement, settled any claim or assessment, surrendered any right to claim a refund, offset or other reduction in Liability, consented to any extension or waiver of the limitations period applicable to any claim or assessment, in each case with respect to Taxes, or taken or omitted to take any other action that had or would have the effect of increasing the present or future Tax Liability or decreasing any present or future Tax benefit of the Company or any of its Subsidiaries; or

(y) committed to do any of the foregoing.

6.23 No Acceleration of Rights or Benefits. Except as set forth on Schedule 6.23, neither the Company nor any of its Subsidiaries has made, or is obligated to make, and after the Closing, except as provided herein, Buyer will not be obligated to make, any payment to any Person in connection with the transactions contemplated by the Transaction Documents. No rights or benefits of any Person have been (or will be) accelerated or increased as a result of the consummation of the transactions contemplated by the Transaction Documents.

6.24 Inventory. The inventory of each of the Company and its Subsidiaries (a) consists of a quantity and quality usable or saleable in the normal and ordinary course of its business as presently conducted, subject to the reserve for excess and obsolete inventory reflected in the valuations set forth on the Latest Balance Sheet, (b) is located entirely in the Company's and its Subsidiaries' warehouses or is in transit from the manufacturer to the Company or its Subsidiaries or from the Company or its Subsidiaries to a distributor or customer, in each case, in the ordinary course of business and (c) for purposes of the valuations set forth on the Latest Balance Sheet, is valued at the lower of cost or market value in accordance with GAAP, subject to the inventory reserve set forth on the Latest Balance Sheet.

6.25 Accounts Receivable.

(a) All of the accounts receivable reflected on the Latest Balance Sheet are, and all of the accounts receivable to be reflected in the determination of Net Working Capital

will be actual and bona fide receivables representing obligations for the total dollar amount thereof shown on the Company's and its Subsidiaries' books and records (and in the determination of Net Working Capital) which resulted from ordinary course of business and in a manner consistent with the Company's and its Subsidiaries' normal credit practices. Such accounts receivable, and reserves and allowances with respect thereto, reflected of the Latest Balance Sheet are stated thereon in accordance with GAAP, consistently applied with the Company's and its Subsidiaries' historical accounting practices. Any material amounts due, or to become due, in respect of such accounts receivable are not in dispute and there are no setoffs or counterclaims asserted or which may be asserted, except to the extent sufficient provision has been made therefor in the Latest Balance Sheet. None of the Company's and its Subsidiaries' business practices as presently conducted are likely to cause the Company's or any of its Subsidiaries' customers to pay, or to cause the Company or any of its Subsidiaries to collect, accounts and commissions receivable from such customers in a manner different than in accordance with its current collection procedures.

(b) No Person has any Lien on such receivables or any part thereof, and no agreement for deduction, free services or goods, discount or other deferred price or quantity adjustment will have been made with respect to any such receivables, except for such agreements made between Buyer and its lenders with respect to the financing of the transactions contemplated hereby.

(c) All of the accounts receivable reflected on the Latest Balance Sheet will be collected within one hundred twenty (120) days after the Closing, assuming the Company continues to operate and pursue collection of accounts receivable in the ordinary course of business.

6.26 Names and Location. Except as set forth on Schedule 6.26, (a) during the preceding five-year period, neither the Company nor any of its Subsidiaries has used any name or names under which it has invoiced account debtors, maintained records concerning its assets or otherwise conducted its business, other than the exact name under which it has executed this Agreement, and (b) all of its assets are located at the premises disclosed on Schedule 6.19(b) or are in transit from the manufacturer to the Company or its Subsidiaries or from the Company or its Subsidiaries to a distributor or customer of the Company or its Subsidiaries, in each case, in the ordinary course of business.

6.27 Officers, Directors and Bank Accounts. Schedule 6.27 attached hereto lists all officers and directors of the Company and its Subsidiaries and all of the Company's and its Subsidiaries' bank accounts.

6.28 Product Warranties. All products manufactured, serviced, distributed, sold or delivered by the Company and its Subsidiaries in connection with its business have been manufactured, serviced, distributed, sold and/or delivered in conformity with all applicable contractual commitments, all express and implied warranties and other applicable Legal Requirements and no Liability, other than in the usual course of business (to the extent reflected in the determination of Net Working Capital), exists for replacement or other damages in connection with any such product. Neither the Company nor any of its Subsidiaries has any uninsured Liability arising from or, to the Knowledge of the Company, alleged to arise from, any actual or alleged injury to Persons, damage to property or other loss as a result of the

ownership, possession or use of any product manufactured, sold, distributed, licensed, leased or delivered by the Company or any of its Subsidiaries. There have been no product recalls or withdrawals or requests for product recalls or withdrawals by any Governmental Entity or by any customers of the Company or any of its Subsidiaries. There are no material design defects with respect to any of the Company's or any of its Subsidiaries' products.

6.29 Indebtedness and Guarantees.

(a) Except as set forth on Schedule 6.29(a), neither the Company nor any of its Subsidiaries has any outstanding Indebtedness.

(b) Neither the Company nor any of its Subsidiaries is a guarantor for any Liability (including Indebtedness) of any other Person.

6.30 FDA and Healthcare Regulatory Compliance. Without limiting the representations and warranties set out in Section 6.16:

(a) The Company's and its Subsidiaries' products are manufactured and designed (whether by the Company, its Subsidiaries or Clinical Innovations, LLC) in accordance with all applicable Legal Requirements, including in accordance with the provisions of the U.S. Federal Food, Drug, and Cosmetic Act, as amended from time to time (21 U.S.C. Section 301 et seq.), together with any rules and regulations promulgated thereunder, including all applicable Good Manufacturing Practice requirements addressed in the FDA's Quality System Regulation (21 C.F.R. Part 820), the equivalent laws of any relevant Territory, and all applicable industry standards.

(b) The Company's and its Subsidiaries' products are labeled, marketed and promoted (whether by the Company, its Subsidiaries or Clinical Innovations, LLC) in accordance with all applicable Legal Requirements, including in accordance with the rules, policies and guidelines of the U.S. Federal Food, Drug, and Cosmetic Act, together with any rules and regulations promulgated thereunder, including all applicable labeling requirements address in FDA's Device Labeling Regulation (21 C.F.R. Part 801), the equivalent laws of any relevant Territory, and all applicable industry standards.

(c) Each of the Company, its Subsidiaries and Clinical Innovations, LLC has complied with all applicable Legal Requirements governing the distribution and use of the Company's and its Subsidiaries' products for investigational use, clinical trials or other studies involving human subjects, including, without limitation, the *Medical Devices Regulations*, 21 C.F.R. Part 812, and Parts 50, 54, and 56, and applicable data privacy law and other regulations or industry standards governing the protection and safety of human subjects.

(d) Each of the Company, its Subsidiaries and Clinical Innovations, LLC (with respect to the Company's and its Subsidiaries' products) has maintained and currently have all permits, certificates, rights, licenses, approvals, accreditations, qualifications, certifications, and other authorizations required by Health Care Laws or any Governmental Entity ("Health Care Permits"), and all such Health Care Permits have been and are currently in effect, valid and in good standing, and have not been subject to suspension, revocation, forfeiture or material restriction. Set forth on Schedule 6.30(d), is a correct and complete list of

all such current Health Care Permits, complete and correct copies of which have been provided to Buyer and true, complete and correct copies of all documents from surveys, audits, investigations, inspection reports, or deficiency notices of the Company or any of its Subsidiaries or Clinical Innovations, LLC (with respect to the Company's and its Subsidiaries' products) received by the Company or any of its Subsidiaries, and conducted or prepared by a Governmental Entity, or accreditation organization in connection with a Health Care Permit. Each of the Company, its Subsidiaries and, with respect to the Company's and its Subsidiaries' products, Clinical Innovations, LLC has been and is currently in compliance with any Health Care Permit. No Selling Party has received any written or, to the Knowledge of the Company, oral notice of any action pending or recommended by any Governmental Entity to revoke, withdraw, suspend or materially limit any Health Care Permit. Except as listed on Schedule 6.30(d), no consent or approval of, prior filing with or notice to, or any action by, any Governmental Entity or any other third party is required pursuant to any Health Care Permit, by reason of the consummation of the transactions contemplated in this Agreement.

(e) No Selling Party has received any written, or to the Knowledge of the Company, oral communication from a Governmental Entity that alleges that the Company or any of its Subsidiaries or Clinical Innovations, LLC is not in compliance with any Health Care Law. No Selling Party or, to the Knowledge of the Company, Clinical Innovations, LLC has been subpoenaed, charged, subject to a written inquiry, or, to the Knowledge of the Company, investigated by a Governmental Entity in connection with any possible violation of any Health Care Law. The Company has provided to Buyer true and complete copies of, since January 1, 2007, any minutes from any committee responsible for compliance with Health Care Laws, or to which potential violations of Health Care Laws may be reported, written reports prepared by, or at the direction of, the Company and its Subsidiaries or to the Knowledge of the Company, Clinical Innovations, LLC, or any committee regarding a possible violation of any Health Care Law, hotline communications received by any Selling Party regarding a possible violation of any Health Care Law by the Company or any of its Subsidiaries, or to the Knowledge of the Company, Clinical Innovations, LLC, written reports prepared by or at the direction of the Company's and its Subsidiaries' board or management regarding a possible violation of any Health Care Law by the Company or any of its Subsidiaries or Clinical Innovations, LLC and written reports prepared by consultants advising on compliance with any Health Care Law by the Company or any of its Subsidiaries or Clinical Innovations, LLC received by any Selling Party, in each case other than those protected by attorney-client privilege.

(f) Neither the Company, any of its Subsidiaries nor, to the Knowledge of the Company, Clinical Innovations, LLC, has been the subject of any inspection, survey, audit, litigation or, to the Knowledge of the Company, investigation by any Governmental Entity or accreditation organization (other than routine FDA audits and/or investigations which did not raise deficiencies), and to the Knowledge of the Company, none of the foregoing of which the Company or any of its Subsidiaries or Clinical Innovations, LLC is the subject is scheduled, pending or threatened. The Company has provided to Buyer true and complete copies of all documents and correspondence received by the Company or any of its Subsidiaries from any Governmental Entity or accreditation organization, and any correspondence and documents provided by the Company or any of its Subsidiaries (with respect to themselves or Clinical Innovations, LLC) to any Governmental Entity or accreditation organization, relating to any matter described or referenced in Section 6.30(d). Neither the Company, any of its Subsidiaries

nor, to the Knowledge of the Company, Clinical Innovations, LLC, (i) has been, or is, party to a Corporate Integrity Agreement with the Office of Inspector General of the Department of Health and Human Services, (ii) has or has had any reporting obligations pursuant to any settlement agreement entered into with any Governmental Entity, (iii) to the Knowledge of the Company, has been or is a defendant in any *qui tam* or False Claims Act litigation, (iv) has been served with or received any search warrant, subpoena, civil investigative demand, contact letter or, to the Knowledge of the Company, telephone or personal contact by or from any federal or state enforcement agency, or (v) has received any complaints (written, through the compliance hotline, or communicated during employee interviews or otherwise) from employees, competitors, independent contractors, vendors, physicians or any other person that would indicate that the Company or any of its Subsidiaries or Clinical Innovations, LLC has violated any Health Care Law.

(g) Neither the Company, any of its Subsidiaries nor, to the Knowledge of the Company, Clinical Innovations, LLC, has (i) made, or caused to be made, any contributions, payments or gifts to, or for the private use of, any government official, employee or agent in violation of any Health Care Law or (ii) maintained any unrecorded fund or asset of the Company or any of its Subsidiaries or Clinical Innovations, LLC for the purpose of violating any Health Care Law.

(h) Neither the Company, its Subsidiaries, nor, to the Knowledge of the Company, any of their respective officers, managers, and other employees, agents, suppliers (including Clinical Innovations, LLC), vendors, contractors (i) have been or are currently excluded, suspended, debarred, disqualified, or otherwise ineligible to (A) participate in any federal or state healthcare program or any public procurement program or (B) engage in activities subject to regulation by U.S. government (including the FDA), or corresponding regulatory authorities in any Territory, relating to any drug product or medical device, and (ii) have been convicted of a felony or a criminal offense under any Health Care Law.

(i) To the extent that any of the Company or its Subsidiaries or Clinical Innovations, LLC (with respect to the Company's and its Subsidiaries' products) has received, disclosed or used any patient health information that is protected under Privacy Laws, such receipt, disclosure and use has been and is in compliance with Privacy Laws. No Selling Party has received any written, or to the Knowledge of the Company, oral communication from the United States Department of Health and Human Services Office of Civil Rights or Department of Justice alleging a violation of a Privacy Law by the Company, its Subsidiaries or Clinical Innovations, LLC, or to the Knowledge of the Company, is under investigation by any Governmental Entity for a violation of any Privacy Law by the Company, its Subsidiaries or Clinical Innovations, LLC. To the Knowledge of the Company, neither the Company, any of its Subsidiaries nor, to the Knowledge of the Company, Clinical Innovations, LLC has engaged in an activity that would trigger a notification or reporting requirement under any Privacy Law related to the collection, use, disclosure or security of patient health information. To the Knowledge of the Company, neither the Company, any of its Subsidiaries nor, to the Knowledge of the Company, Clinical Innovations, LLC (with respect to the Company's and its Subsidiaries' products) has suffered any unauthorized acquisition, access, use or disclosure of any patient health information that, individually or in the aggregate, is a violation of Privacy Law.

6.31 Anti-Corruption; Export Compliance.

(a) The Company, its Subsidiaries, and to the Knowledge of the Company, any officer, agent or employee, or other person or entity associated with or acting on behalf of the Company or any of its Subsidiaries, or any predecessor, has not: (i) made or promised to make, directly or indirectly, any improper payment or unlawful transfer of anything of value to any government official, Governmental Entity (including any government-owned or -controlled company), public international organization, political party or organization or official or candidate thereof, or any other person or entity; (ii) violated the United States Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. § 78dd-1, et seq.), the United Kingdom Bribery Act 2010 http://www.legislation.gov.uk/ukpga/2010/23/pdfs/ukpgaen_20100023_en.pdf), or any applicable Legal Requirement of similar effect in any Territory; or (iii) offered, promised, accepted, or received any unlawful payments, contributions, expenditures or gifts, or anything else of value, including bribes, gratuities, kickbacks, lobbying expenditures, political contributions, and contingent fee payments.

(b) The Company, its Subsidiaries, and to the Knowledge of the Company, any officer, agent or employee, or other person or entity associated with or acting on behalf of the Company or any of its Subsidiaries, or any predecessor, is in compliance with all export controls and economic sanctions laws and regulations of the United States, including the U.S. Export Administration Regulations at 15 C.F.R. Part 730 et seq., the economic sanctions laws and regulations implemented by the U.S. Department of the Treasury, Office of Foreign Assets Control at 31 C.F.R. Part 501 et seq and all similar Legal Requirements in any Territory.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF BUYER

As a material inducement to the Selling Parties to enter into and perform their respective obligations under this Agreement, Buyer and Merger Sub represent and warrant that the statements contained in this ARTICLE 7 are true and correct as of the date hereof and will be true and correct as of the Closing Date.

7.1 Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Merger Sub is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

7.2 Authorization of Transaction. Each of Buyer and Merger Sub has full corporate or similar power and authority to execute and deliver the Transaction Documents to which it is a party and to perform its obligations thereunder. The execution, delivery and performance of the Transaction Documents to which Buyer or Merger Sub is a party have been duly authorized by Buyer or Merger Sub, as applicable. Each of the Transaction Documents to which Buyer or Merger Sub is a party constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions.

7.3 Noncontravention. The execution, delivery and performance of the Transaction Documents to which Buyer or Merger Sub is a party, and the fulfillment of and

compliance with the respective terms thereof, do not and will not (with or without due notice or lapse of time or both) (a) conflict with or result in a breach of the terms, conditions or provisions of, (b) constitute a default under, (c) result in a violation of, or (d) require any authorization, consent, approval, exemption or other action by or declaration or notice to, or filing with, any Governmental Entity or other Person pursuant to, the charter or bylaws of Buyer or Merger Sub or any material Contract, or any material Legal Requirement, to which Buyer or Merger Sub or any of their respective assets is subject (other than the filing of a Certificate of Merger with, and the acceptance for record thereof by, the Secretary of State of the State of Delaware), except, in each case, to the extent that a material adverse effect upon the financial condition of Buyer or Merger Sub or their ability to perform their obligations hereunder would not result.

7.4 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any Contract binding upon Buyer or any of its Affiliates.

ARTICLE 8
ADDITIONAL AGREEMENTS

8.1 Press Releases. Except as may otherwise be required by Legal Requirements or as expressly set forth herein, the timing and content of all press releases and other public announcements to Company's and its Subsidiaries' customers, vendors, employees and other business relations relating to the transactions contemplated by this Agreement and the other Transaction Documents made prior to Closing, and the initial press release or other initial method of disclosing the consummation of the transactions to the general public subsequent to Closing, will be determined jointly by Buyer and the Equityholders Representative, and thereafter by Buyer.

8.2 Expenses. Except as otherwise provided herein or therein, Buyer and Merger Sub will pay their own, and the Selling Parties will pay their own, fees, costs and expenses (including fees and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees and expenses) incurred in connection with or related to the sales process, the negotiation of this Agreement and the other Transaction Documents, the performance of the obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby, including, without limitation, all fees, costs and expenses arising from any breach of any provision of this Agreement.

8.3 Tax and Related Matters.

(a) The Merger Consideration (other than the Aggregate Rollover Investment Amount) and other required items under the Code will be allocated among the assets and properties of the Company and its Subsidiaries in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local or non-U.S. law, as appropriate) and the methodology set forth on Exhibit G. Buyer will deliver a schedule to the Equityholders Representative setting forth such allocation within thirty (30) days after the Merger Consideration is finalized pursuant to Section 1.6. Buyer will make the work papers,

back-up materials and books and records used in preparing the allocation available to the Equityholders Representative at commercially reasonable times and upon reasonable written notice. As soon as is reasonably practicable, but in any event within fifteen (15) days following the receipt by the Equityholders Representative of the proposed allocation schedule, the Equityholders Representative will complete a review of the schedule and will inform Buyer in writing that the allocation is acceptable or object to the schedule in writing, setting forth a specific description of the Equityholders Representative's objections and an alternate calculation of each such objected item. If the Equityholders Representative does not timely so object to the proposed allocation schedule, then the Equityholders Representative (on behalf of itself and the Equityholders) will be deemed to have accepted the proposed allocation. If the Equityholders Representative so objects to the proposed allocation and, after reasonable efforts by Buyer and the Equityholders Representative to reach agreement on the disputed items or amounts, Buyer does not agree with the Equityholders Representative's objections or such objections are not resolved on a mutually agreeable basis within fifteen (15) days of Buyer's receipt of such objections, any such disagreements will be promptly submitted by either Party to the Accounting Firm in accordance with the terms set forth in Section 1.6(c). The Accounting Firm will resolve such dispute within thirty (30) days after submission of the dispute by the Parties. The decision of the Accounting Firm will be final and binding upon the Equityholders Representative (on behalf of itself and the Equityholders) and Buyer. Buyer, the Equityholders, the Company and its Subsidiaries will report, act and file Tax Returns in all respects and for all purposes consistent with such allocation agreed by Buyer and the Equityholders Representative, or as determined by the Accounting Firm. The Company and its Subsidiaries will timely and properly prepare, execute, file and deliver all such documents, forms and other information as Buyer may reasonably request to prepare such allocation. Buyer, the Equityholders, the Company and its Subsidiaries will not take any position (whether in audits, tax returns or otherwise) that is inconsistent with such determined allocation unless required to do so by applicable law.

(b) All transfer, documentary, sales, use, stamp, registration, recordation, conveyance and other similar Taxes and fees (including any penalties and interest) (the "Transfer Taxes") incurred in connection with this Agreement will be paid by the Equityholders. The Equityholders will file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and, if required by applicable law, the Company and Buyer will, and will cause their respective Affiliates to, join in the execution of any such Tax Returns and other documentation.

(c) The Company and its Subsidiaries on the one hand, and the Equityholders, on the other hand, will cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns with respect to the Taxes payable pursuant to this Section 8.3 and any audit, litigation or other proceeding with respect to Taxes of or with respect to the Company and its Subsidiaries. Such cooperation will include the retention and (upon the other Party's request) the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding, and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Managing Equityholders, Lalli and Buyer agree (i) to retain all books and records with respect to Tax matters pertinent to the Company and its Subsidiaries relating to any taxable period beginning before the Closing Date until the

expiration of the statute of limitations (and any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (ii) to give the other Party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if one Party so requests, the Managing Equityholders, Lalli and Buyer, as the case may be, will allow the other Party to take possession of such books and records. Buyer, the Company, and the other Selling Parties further agree, upon request, to use commercially reasonable efforts to obtain any certificate or other document from any Governmental Entity or any other person as may be necessary to mitigate, reduce or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby). Buyer, the Company, and the other Selling Parties further agree, upon request, to provide the other party with all information that either party may be required to report pursuant to Sections 6043 or 6043A, or Treasury Regulations promulgated thereunder.

(d) All tax-sharing agreements or similar agreements with respect to or involving the Company or any of its Subsidiaries will be terminated as of the Closing Date and, after the Closing Date, the Company and its Subsidiaries will not be bound thereby or have any liability thereunder.

(e) In the case of any taxable period that includes (but does not end on) the Closing Date (a "Straddle Period"), the amount of any Taxes based on or measured by income, receipts, sales, payments or payroll of the Company and its Subsidiaries for the Pre-Closing Tax Period will be determined based on an interim closing of the books as of the close of business on the Closing Date and the amount of other Taxes of the Company and its Subsidiaries (and any Taxes imposed on the Company and its Subsidiaries) for a Straddle Period that relates to the Pre-Closing Tax Period will be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period.

(f) Buyer will (or will cause the Company and its Subsidiaries to) prepare and file in a timely manner all Tax Returns with respect to a Pre-Closing Tax Period filed by the Company and its Subsidiaries after the Closing Date. With respect to such Tax Returns, Buyer will (or will cause the Company and its Subsidiaries to), to the extent permitted by applicable law, prepare such Tax Returns in a manner consistent with the past practices of the Company and its Subsidiaries; provided that, Buyer will be permitted to cause the Company and Mediate Medical America, LLC to make elections under Section 754 of the Code (and any corresponding provision of state or local Tax law) with respect to the transactions contemplated by this Agreement. Buyer will consider, in good faith, such changes and revisions to such Tax Returns as are reasonably requested by the Equityholders Representative to the extent such changes and revisions relate solely to Pre-Closing Tax Periods and do not have a material adverse effect upon the Company and its Subsidiaries with respect to Tax periods subsequent to the Closing.

(g) Buyer, the Equityholders, the Company and their Affiliates intend to treat the Merger for federal income tax purposes (and, where applicable, for state and local income tax purposes) in a manner specified by Rev. Rul. 99-6, 1999-1 C.B. 432, Situation 1. Buyer, the Equityholders, the Company and their Affiliates will not take any position (whether in audits,

tax returns or otherwise) that is inconsistent with such treatment unless required to do so by applicable law.

8.4 Confidentiality.

(a) Each Managing Equityholder and Lalli will treat and hold as confidential all of the Confidential Information and refrain from disclosing or using any of the Confidential Information except in connection with this Agreement. In the event that any Managing Equityholder or Lalli is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, such Managing Equityholder or Lalli, as applicable, will notify Buyer promptly of the request or requirement so that Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 8.4. If, in the absence of a protective order or the receipt of a waiver hereunder, any Managing Equityholder or Lalli is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, such Managing Equityholder or Lalli, as applicable, may disclose the Confidential Information to the tribunal; provided, however, that such Managing Equityholder or Lalli, as applicable, will use his or its commercially reasonable efforts to obtain, at the reasonable request of Buyer and at Buyer's sole cost and expense, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as Buyer will designate. Upon consummation of the transactions contemplated by this Agreement, each Managing Equityholder and Lalli will, and will cause his or its advisors, agents and representatives to deliver promptly to Buyer, at the request and option of Buyer, all tangible embodiments (and all copies) of such Confidential Information which are in such Managing Equityholder's or Lalli's, as applicable, possession or under such Managing Equityholder's or Lalli's, as applicable, control. Each Managing Equityholder and Lalli will reasonably assist Buyer, its current and future, direct and indirect, subsidiaries, parents and related entities (each of the foregoing, a "T-DOC Acquisition Entity," and collectively, the "T-DOC Acquisition Group") in every lawful way to protect the T-DOC Acquisition Group's interest in its Intellectual Property, including, without limitation, providing all reasonable assistance in securing patent and copyright protection for such Intellectual Property in the name of a T-DOC Acquisition Entity, at Buyer's cost, and in signing documents, taking oaths and giving testimony reasonably requested by Buyer, at Buyer's cost.

(b) Except as otherwise provided in this Section 8.4(b), each Managing Equityholder, Lalli, the Equityholders Representative, Investors and, prior to the Closing, the Company, will not provide any Equityholder other than the Managing Equityholders a copy of this Agreement without such Equityholder executing a confidentiality agreement on terms and conditions acceptable to Buyer. In the event that any Equityholder other than the Managing Equityholders requests or requires (by written request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand or similar process) a copy of this Agreement, the recipient of such request or requirement will notify Buyer promptly of same, and the request or requirement will be treated as a request or requirement to disclose Confidential Information in accordance with the terms set forth in Section 8.4(a).

8.5 Non-Competition; Non-Solicitation; Etc.

(a) Non-Competition. Each Managing Equityholder and Lalli agrees and acknowledges that he or it is familiar with the trade secrets and other information of a confidential or proprietary nature of the Company, its Subsidiaries, their respective business and their respective business relations. Each Managing Equityholder and Lalli also agrees and acknowledges that Buyer and its Affiliates would be irreparably damaged if such Managing Equityholder or Lalli, as applicable, were to provide services or to otherwise participate in the operations or business of any Person competing with the Business, the Company, its Subsidiaries and Buyer and its Affiliates following the Closing in a similar business and that any such competition would result in a significant loss of goodwill by Buyer in respect of the Business. Each Managing Equityholder and Lalli further agrees and acknowledges that (i) the covenants and agreements set forth in this Section 8.5 were a material inducement to Buyer and Merger Sub to enter into this Agreement and to perform its obligations hereunder, and that Buyer and its Affiliates would not obtain the benefit of the bargain set forth in this Agreement as specifically negotiated by the Parties if such Managing Equityholder or Lalli, as applicable, breached any of the provisions of this Section 8.5, and (ii) in order to assure Buyer that the Business, the Company and its Subsidiaries following the Closing will retain their value, it is necessary that each Managing Equityholder and Lalli undertake not to utilize his or its special knowledge of the Business and such Managing Equityholder's or Lalli's, as applicable, relationship with clients or customers to compete with Buyer or its Affiliates for the Restricted Period. Therefore, in further consideration of the amounts to be paid hereunder on the Closing Date in exchange for the Business, including the goodwill of the Business sold in connection therewith, each Managing Equityholder and Lalli agrees that, from and after the Closing Date and continuing for five (5) years from the Closing Date (the "Restricted Period"), he or it will not, and will cause each of his or its Affiliates not to, directly or indirectly, either for himself or through any other Person, as an employee, agent, consultant, director, equityholder, manager, co-partner or in any other individual or representative capacity, own, operate, manage, control, engage in, invest in, be employed by or participate in any manner in, act as a consultant or advisor to, render services for (alone or in association with any Person), permit such Person's name to be used by any enterprise that engages in or participates in, or otherwise assist any Person that engages in or owns, invests in, operates, manages or controls any venture or enterprise that directly or indirectly engages or proposes to engage anywhere within North America (including Canada, the United States of America and Mexico), Central America, South America, Europe, Australia or Asia (the "Territory") in the business of developing, manufacturing, sourcing, marketing, supplying, distributing or selling diagnostic medical devices and related accessories used for urology, urogynecology, gynecology, colorectal surgery or procedures of anorectal manometry or any other business competitive with the Business (collectively, the "Restricted Business"). In furtherance of the foregoing and in consideration of the $100,000 to be paid to W. Dan Parker by Buyer at the Closing pursuant to Section 1.9(e), W. Dan Parker agrees and acknowledges that (1) ownership in HALO or providing any services to HALO in any capacity is restricted under this Section 8.5 and (2) he will divest of his ownership interest in HALO at or prior to the Closing by transfer to one or more of the existing HALO members. Nothing contained herein will be construed to prevent a Managing Equityholder or Lalli from investing in the stock of any competing Person listed on a national securities exchange or traded in the over the counter market so long as such Party is not involved in the business of such Person and such Party does not own more than two percent (2%) of the equity of such Person. For purposes of this Section 8.5(a), "Affiliates" will be limited to Parent and its Subsidiaries (including the Company and its Subsidiaries).

(b) Non-Solicitation of Business Relations. Without limiting the generality of the provisions of Section 8.5(a), each Managing Equityholder and Lalli hereby agrees that, during the Restricted Period, such Managing Equityholder and Lalli, as applicable, will not, and will cause each of his or its Affiliates not to, directly or indirectly, through another Person, as employee, agent, consultant, director, equityholder, manager, co-partner or in any other capacity without Buyer's prior written consent, (i) solicit business from any Person which is or was a client, customer, supplier, licensee, licensor or other business relation of the Company or any of its Subsidiaries during the one (1) year period preceding the Closing Date, or from any successor in interest to any such Person, in any case for the purpose of securing business or contracts related to the Restricted Business or (ii) encourage, initiate or participate in discussions or negotiations with, or provide any information to, any Person which, to the Managing Equityholder's or Lalli's, as applicable, knowledge, is or becomes an acquisition target, client, customer, supplier, licensee, licensor or other business relation of the Restricted Business (including any Person engaged in discussions with the Company, its Subsidiaries or Buyer related to such Person becoming a client, customer, supplier, licensee, licensor or other business relation of the Restricted Business) with respect to the termination or other alteration of such Person's relationship (or potential relationship) with the Company, its Affiliates or the Restricted Business.

(c) Non-Solicitation and No-Hire of Employees. During the Restricted Period, each Managing Equityholder and Lalli will not, and will cause each of his and its Affiliates not to, directly or indirectly, as employee, agent, consultant, director, equityholder, manager, co-partner or in any other capacity without the prior written consent of Buyer, employ, hire, engage, recruit or solicit for employment or engagement (provided that a general solicitation advertisement, posting or similar job solicitation process not targeting the employees of the Company or its Affiliates following the Closing will not by itself be a violation of the restriction on soliciting), any Person who is (or was during the one (1) year period preceding the Closing Date or the one (1) year period prior to the solicitation) employed or engaged by the Company or any of its Subsidiaries or otherwise seek to interfere with, influence or alter any such Person's relationship with any of the foregoing.

(d) Non-Disparagement. The board of directors of Buyer will not, and will direct its senior executives and the senior executives of Parent and its Subsidiaries not to, at any time, make or publish any statement (orally or in writing) that libels, slanders, disparages, criticizes or defaces the goodwill or the reputation (whether or not such disparagement legally constitutes libel or slander) of any of the Managing Equityholders or Lalli. Each Managing Equityholder and Lalli also agrees that such Managing Equityholder and Lalli, as applicable, will not, at any time, make or publish any statement (orally or in writing) that libels, slanders, disparages, criticizes or defaces the goodwill or the reputation (whether or not such disparagement legally constitutes libel or slander) of any member of the T-DOC Acquisition Group or any of their officers, directors, partners or direct or indirect equityholders. Neither any Managing Equityholder nor Lalli will in any manner take any action which is designed, intended or might reasonably be anticipated to have the effect of discouraging customers, suppliers, vendors, employees (other than as contemplated hereby), service providers, lessors, licensors and other business associates from maintaining the same business relationships with the Business as operated by the Company and its Subsidiaries after the date of this Agreement.

(e) Enforceability; Severability. Each Managing Equityholder and Lalli recognizes that the territorial, time and scope limitations set forth in this Section 8.5 are reasonable and are properly required to protect Buyer's substantial investment hereunder and for the protection of Buyer's legitimate interest in client relationships, goodwill and trade secrets of the Business, the Company and its Subsidiaries, and that such limitations would not impose any undue burden upon such Managing Equityholder or Lalli, as applicable. In the event that any such territorial, time or scope limitation is deemed to be invalid, prohibited or unenforceable by a court of competent jurisdiction, Buyer and each Managing Equityholder and Lalli agrees, and each Managing Equityholder and Lalli submits, to the reduction of any or all of said territorial, time or scope limitations to such an area, period or scope as said court deems reasonable or enforceable under the circumstances. If such partial enforcement is not possible in such jurisdiction, the provision will be deemed severed as to such jurisdiction, and the remaining provisions of this Agreement will remain in full force and effect.

(f) Remedies. Each Managing Equityholder and Lalli acknowledges and agrees that the covenants set forth in this Section 8.5 are reasonable and necessary for the protection of Buyer's business interests and the Business, that irreparable injury will result to Buyer, the Business, the Company and/or any of its Subsidiaries if any Managing Equityholder or Lalli breaches any of the terms of this Section 8.5, and that, in the event of any Managing Equityholder's or Lalli's actual or threatened breach of any of the provisions contained in this Section 8.5, Buyer will have no adequate remedy at law. Each Managing Equityholder and Lalli accordingly agrees that in the event of any actual or threatened breach by it of any of the provisions contained in this Section 8.5, Buyer will be entitled to the following rights and remedies, each of which rights and remedies will be independent of the others and severally enforceable: (i) such injunctive and other equitable relief as may be deemed necessary or appropriate by a court of competent jurisdiction and (ii) the right and remedy to require such Managing Equityholder or Lalli, as applicable, to account for and pay over to Buyer any profits, monies, accruals, increments or other benefits derived or received by such Managing Equityholder or Lalli, as applicable, as the result of any transactions or conduct constituting a breach of any of the provisions contained in this Section 8.5. Nothing contained herein will be construed as prohibiting Buyer from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of any damages which it is able to prove. In addition, because the protection of the Confidential Information and goodwill and Buyer's other legitimate business interests requires that each Managing Equityholder and Lalli complies with the covenants in this Section 8.5 for the full Restricted Period, each Managing Equityholder and Lalli agrees that the Restricted Period will be extended for a period of time equal to the time period that such Managing Equityholder or Lalli, as applicable, breached any of the covenants in this Section 8.5, such that such Managing Equityholder or Lalli, as applicable, is ultimately foreclosed from engaging in the Restricted Business for a time period equal to the full Restricted Period.

8.6 Litigation Support. In the event that, and for so long as, any Party is actively contesting or defending against any charge, audit, complaint, action, suit, proceeding, hearing, investigation, claim or demand in connection with (a) any transaction contemplated by any of the Transaction Documents or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction on or prior to the Closing Date involving the Company, its Subsidiaries or the Business, each of the

other Parties will reasonably cooperate with such contesting or defending Party and its counsel in the contest or defense, make available their personnel, and provide such testimony and access to their books and records as will be reasonably necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under the provisions of this Agreement).

8.7 Exclusivity. Each Selling Party will, and will cause the officers, directors, employees and Affiliates of the Company and its Subsidiaries to, not discuss, or otherwise enter into any agreements or other arrangements regarding, a possible sale or other disposition (whether by merger, reorganization, recapitalization or otherwise) of all or any part of the Capital Stock or assets of the Company and its Subsidiaries with any other Person (an "Acquisition Proposal") or provide any information to any third party other than information which is traditionally provided in the regular course of the Company's and its Subsidiaries' business operations to third parties where the Company and its officers, directors and Affiliates have no reason to believe that such information may be utilized to evaluate any such possible sale or other disposition of the Capital Stock or assets of the Company and its Subsidiaries. Each Selling Party will, and will cause the officers, directors, employees and Affiliates of the Company and its Subsidiaries to, (a) immediately cease and cause to be terminated any and all contacts, discussions and negotiations with third parties regarding the foregoing and (b) promptly notify Buyer if any Acquisition Proposal, or any inquiry or contact with any Person with respect thereto, is subsequently made and provide Buyer with the details thereof (including, without limitation, the identity of the Person making such Acquisition Proposal or inquiry or contact with respect thereto) and their response thereto.

8.8 Release. Effective upon the Closing, each Managing Equityholder and Lalli agrees that in no circumstances will such Managing Equityholder or Lalli, as applicable, bring any Action against the Company, its Subsidiaries or any of their respective officers, managers, directors or employees, in their capacity as such, arising out of any breach of the representations and warranties or covenants made by the Selling Parties contained in this Agreement. Effective upon the Closing, each Managing Equityholder and Lalli hereby releases and forever discharges the Company and its Affiliates and their respective past, present and future equityholders, directors, officers, employees, counsel, agents and representatives, and each of their respective successors and assigns (individually, a "Releasee" and, collectively, the "Releasees") from any Liability arising out of any matter, circumstance or event occurring prior to the Closing (the "Released Claims"). Notwithstanding anything to the contrary herein, nothing contained in this Section 8.8 will constitute a release or waiver of any rights of a Managing Equityholder or Lalli explicitly provided for in this Agreement or any Transaction Document. Further, each Managing Equityholder and Lalli hereby irrevocably covenants to refrain from, directly or indirectly, asserting any Released Claim, or commencing, instituting or causing to be commenced, any proceeding of any kind against any Releasee based upon any Released Claim. Each Managing Equityholder and Lalli represents to the Releasees that such Managing Equityholder and Lalli, as applicable, has not assigned or transferred or purported to assign or transfer to any Person all or any part of, or any interest in, any Released Claim. Each Managing Equityholder and Lalli understands and hereby agrees that the release under this Section 8.8 with respect to the Released Claims will remain effective in all respects

notwithstanding such additional or different facts and legal theories or the discovery of those additional or different facts or legal theories.

8.9 Retirement Plans. The Managing Equityholders, Lalli, the Company and Investors agree to take such actions as are necessary to prior to the Closing Date, transfer the sponsorship (and all Liabilities relating thereto) of the T-DOC Company, LLC Defined Benefit Plan and the T-DOC Company, LLC 401(k) and Profit Sharing Plan to Investors and to amend such plans to reflect the transfer of sponsorship and the cessation of participation by employees of the Company and its Subsidiaries in such plans. The Managing Equityholders, Lalli and Investors agree to take such actions as are necessary to terminate, fund and distribute such plans as soon as reasonably practicable following the Closing Date, in compliance with applicable Legal Requirements.

8.10 Insurance Matters. Following the Closing, the Surviving Company will not file any claims under the Actual Net Loss Insurance Policy with Series A of Oxford Insurance Company LLC expiring 12/21/2013 (the "Oxford Policy") without the unanimous consent of the board of managers of Parent.

REMEDIES FOR BREACHES OF THIS AGREEMENT AND OTHER MATTERS

9.1 Survival. All of the representations and warranties of the Parties contained in this Agreement will survive the Closing and continue in full force and effect thereafter until such time as provided in this ARTICLE 9 and will in no event be affected by any investigation, inquiry, knowledge or examination made for or on behalf of any Party hereto and irrespective of the knowledge of any of its officers, directors, equityholders, employees or agents, or the acceptance of any of the Schedules attached hereto or any certificate or opinion. Notwithstanding anything to the contrary contained in this Agreement, for purposes of determining whether there has been a breach and the amount of any Adverse Consequences that are the subject matter of a claim for indemnification hereunder, each representation and warranty in this Agreement and each certificate delivered pursuant hereto will be read without regard and without giving effect to the term "material" or "Material Adverse Effect" or similar phrases contained in such representation or warranty the inclusion of which would limit or potentially limit a claim by a Buyer Party or Equityholder hereunder (as if such word were deleted from such representation and warranty). All covenants set forth herein will survive the Closing indefinitely (or, solely for purposes of raising the claim for breach thereof, sixty (60) days following such shorter period as the applicable covenant by its terms survives). It is the express intent of the Parties that if the applicable survival period for an item as contemplated by this ARTICLE 9 is longer than the statute of limitations that would otherwise have been applicable to such item, then, by contract, the applicable statute of limitations with respect to such item will be extended to the increased survival period contemplated hereby. The Parties further acknowledge that the time periods set forth in this ARTICLE 9 for the assertion of claims under this Agreement are the result of arms' length negotiation among the Parties and that they intend for the time periods to be enforced as agreed by the Parties.

9.2 Indemnification Provisions for Benefit of Buyer.

(a) From and after the Closing, the Managing Equityholders will indemnify Buyer and its Affiliates (including, following the Closing, the Company and its Subsidiaries)

and its and their respective equityholders, members, partners, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Buyer Parties") and hold the Buyer Parties harmless against, and pay on behalf of or reimburse the Buyer Parties as and when incurred for, and, subject to Section 9.5, the Buyer Parties will be entitled to assert indemnity claims against the Indemnity Escrow Account and the Managing Equityholders in respect of, any Adverse Consequences which they may suffer, sustain or become subject to as the result of, arising out of, relating to, allocable to, in the nature of or caused by: (i) the breach by any Managing Equityholder of any representation or warranty of any Managing Equityholder contained in ARTICLE 5 of this Agreement or any other certificate furnished to Buyer by any Managing Equityholder pursuant to this Agreement; (ii) the breach by any Selling Party of any representation or warranty of any Selling Party contained in ARTICLE 6 or Section 12.15 of this Agreement or any other certificate furnished to Buyer by any Selling Party pursuant to this Agreement; (iii) the breach or nonfulfillment by the Company (on or prior to the Closing), any Managing Equityholder or the Equityholders Representative of any covenant or agreement contained in this Agreement; (iv) any Pre-Closing Taxes (to the extent not included as a reduction to the Merger Consideration, as finally determined under Section 1.6); (v) unpaid Selling Parties Transaction Expenses as of the Closing (to the extent not included as a reduction to the Merger Consideration, as finally determined under Section 1.6); (vi) any unpaid Indebtedness of the Company and its Subsidiaries as of the Closing (to the extent not included as a reduction to the Merger Consideration, as finally determined under Section 1.6); (vii) payment by Buyer to the Equityholders Representative in accordance with the terms hereof or as a result of Buyer's reliance on the decisions, actions or instructions of the Equityholders Representative; (viii) any claim by any Equityholder against Buyer or any of its Affiliates (including the Company and its Subsidiaries) with respect to (A) the transactions contemplated hereby, (B) any base salary, bonuses or other compensation paid by the Company or any of its Subsidiaries to the Managing Equityholders or Lalli or (C) any other matters arising in or related to the period prior to the Closing; (ix) fraud or intentional misrepresentation; (x) the T-DOC Company, LLC Defined Benefit Plan or the T-DOC Company, LLC 401(k) and Profit Sharing Plan, (xi) any claim by Mediwatch Group Plc or any of its Affiliates against any Managing Equityholder, Lalli, the Company or any of its Affiliates with respect to conduct prior to the Closing and (xii) the Oxford Policy or any backstop of the Oxford Policy. From and after the Closing, notwithstanding anything to the contrary contained in this Agreement or any Transaction Document and except for fraud, intentional misrepresentation or breaches of Section 8.5, the indemnification pursuant to this ARTICLE 9 will be the sole and exclusive remedy of the parties in connection with this Agreement, the transactions contemplated hereby, Adverse Consequences in connection herewith and therewith (including a breach of any representation, warranty, covenant or agreement made in this Agreement or any other Transaction Document); provided, however, that either party may seek injunctive and other equitable relief to the extent available.

(b) The indemnification provided for in Section 9.2(a) will be subject to the following limitations:

(i) A Buyer Party will be entitled to indemnification pursuant to Section 9.2(a)(i) or (ii) only if a Buyer Party gives the Equityholders Representative notice thereof on or prior to the fifteen (15) month anniversary of the Closing Date, except with respect to those representations and warranties set forth in (x) Sections 6.8

(Tax Matters), 6.16 (Compliance with Laws), 6.21 (Permits) and each other Section of ARTICLE 6 to the extent such representations and warranties address compliance with Laws (collectively, the "SOL Reps") as to which notice must be made prior the later of (A) expiration of the applicable statute of limitations plus thirty (30) days and (B) the fifth (5th) anniversary of the Closing Date; and (y) Sections 5.1 (Organization; Authority; Authorization), 5.2 (Title to Capital Stock), 5.3 (Noncontravention), 5.4 (Brokerage), 6.1 (Organization; Authority; Authorization), 6.2 (Capital Stock and Related Matters), 6.3 (Subsidiaries; Investments), 6.4 (Noncontravention), 6.7 (Assets), 6.12 (Brokerage) and 6.29 (Indebtedness and Guarantees) (collectively, the "Fundamental Reps"), as to which notice thereof may be made at any time after the Closing Date;

(ii) The Buyer Parties will not be entitled to any indemnification for any Adverse Consequences pursuant to Section 9.2(a)(ii) (other than with respect to the SOL Reps and the Fundamental Reps) unless and until the aggregate amount of such Adverse Consequences relating to all such breaches exceeds $750,000 (the "Threshold"), at which time the Buyer Parties will be entitled to indemnification for all Adverse Consequences in excess of the Threshold, except as set forth in Section 9.2(b)(iii);

(iii) The maximum aggregate amount that the Buyer Parties will be entitled to recover pursuant to Section 9.2(a)(ii) (other than with respect to the SOL Reps and the Fundamental Reps) from the Indemnity Escrow Account and the Managing Equityholders will not exceed an aggregate amount equal to $7,500,000 (the "Cap"); and

(iv) The maximum aggregate amount that the Buyer Parties will be entitled to recover pursuant to Sections 9.2(a)(i), (ii) (including, but not limited to, with respect to the SOL Reps and the Fundamental Reps), (v), (vi) and (vii) for all claims of the Buyer Parties will not exceed the Merger Consideration; for the avoidance of doubt, no such limitation will apply to any claims of the Buyer Parties for the breach or nonfulfillment by the Company (on or prior to the Closing), any Managing Equityholder or the Equityholders Representative of any covenant or agreement contained in this Agreement, for fraud or intentional misrepresentation or pursuant to Sections 9.2(a)(iii), (iv), (viii), (x), (xi) or (xii).

9.3 Indemnification Provisions for Benefit of the Equityholders. Buyer will indemnify the Equityholders and hold the Equityholders harmless against, and pay on behalf of or reimburse them as and when incurred for, any Adverse Consequences (other than Adverse Consequences in their capacity as, or as a result of being, an equityholder of Buyer or any of its Affiliates) that they may suffer, sustain or become subject to as the result of, arising out of, relating to, allocable to, in the nature of or caused by: (a) the breach by Buyer of any representation or warranty of Buyer contained in ARTICLE 7 or any other certificate furnished to the Company or the other Selling Parties by Buyer pursuant to this Agreement; or (b) the breach or non-fulfillment by Buyer of any covenant or agreement contained in this Agreement. The maximum aggregate liability of Buyer to the Equityholders pursuant to this Section 9.3 for all claims of the Equityholders will not exceed the Merger Consideration. Any claims against Buyer pursuant to this Section 9.3 may only be brought by the Equityholders Representative (on behalf of the applicable Equityholder(s)).

9.4 Matters Involving Third Parties.

(a) If the Equityholders Representative (on behalf of the applicable Equityholder(s)) or any Buyer Party seeks indemnification under Section 9.2 or Section 9.3, as applicable, such Person (the "Indemnified Party") will give written notice to the other Person (the "Indemnifying Party") specifying in reasonable detail the basis for the claim. In that regard, if any Liability brought or asserted by any third party which, if adversely determined, may entitle the Indemnified Party to indemnity pursuant to Section 9.2 or Section 9.3, as applicable (a "Third Party Claim"), the Indemnified Party will promptly notify the Indemnifying Party of the same in writing, specifying in detail the basis of such Liability and the facts pertaining thereto; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party will relieve the Indemnifying Party from any Liability or Adverse Consequences hereunder unless, and only to the extent, the delay in notice has a material adverse effect on the Indemnifying Party's ability to successfully defend such claim.

(b) Any Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party so long as (i) the Indemnifying Party notifies the Indemnified Party in writing within thirty (30) days after the Indemnified Party has given notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of or caused by the Third Party Claim, (ii) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (iii) the Third Party Claim involves only money damages and does not (A) seek an injunction or other equitable relief, (B) relate to or arise in connection with any Taxes of the Company or any of its Subsidiaries, providing such Third Party Claim may have a material adverse impact on any Taxes of the Company or any of its Subsidiaries subsequent to Closing, or (C) relate to or arise in connection with any criminal or quasi criminal proceeding, action, indictment, allegation or investigation, (iv) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedent, custom or practice materially adverse to the continuing business interests of the Indemnified Party, and (v) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently.

(c) So long as the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with Section 9.4(b) above, (i) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate to the extent permitted by law or court rules in, but not control the conduct of the defense of the Third Party Claim, (ii) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (which consent will not be withheld unreasonably) and (iii) the Indemnifying Party will not consent to the entry or any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (which consent will not be withheld unreasonably).

(d) In the event that any of the conditions in Section 9.4(b) above is or becomes unsatisfied, however, (i) the Indemnified Party may defend against the Third Party

Claim, (ii) the Indemnifying Party may retain separate co-counsel at its sole cost and expense and participate to the extent permitted by law or court rules in, but not control the conduct of, the defense of the Third Party Claim, (iii) the Indemnified Party may consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim only upon obtaining the prior written consent of the Indemnifying Party (provided that, in the case of the Managing Equityholders being the Indemnifying Party, the written consent of the Equityholders Representative will suffice) unless such settlement releases the Indemnifying Party from all Liabilities with respect to such Third Party Claim, (iv) the Indemnifying Party will reimburse the Indemnified Party promptly and periodically for the reasonable costs of defending against the Third Party Claim (including attorneys' fees and expenses), and (v) the Indemnifying Party will remain responsible for any Adverse Consequences the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Section 9.4.

9.5 Manner of Payment. Any indemnification payment to the Equityholders pursuant to this ARTICLE 9 will be effected by cashier's or certified check or by wire transfer of immediately available funds from Buyer to an account designated by the Equityholders Representative within five (5) days after the determination of indemnification amounts. Any indemnification payment to the Buyer Parties pursuant to (a) Section 9.2(a) (other than Section 9.2(a)(i) and (iii) (with respect to post-Closing covenants and agreements)) will be made first from the Indemnity Escrow Account, then from the Reserve Account (to the extent of the balance thereof at such time, if any), and then by cashier's or certified check or by wire transfer of immediately available funds from the Managing Equityholders (on a joint and several basis) to an account designated by the Buyer Parties within five (5) days after the determination of indemnification amounts and (b) Sections 9.2(a)(i) and (iii) (with respect to post-Closing covenants and agreements), to the extent the same involve any specific Managing Equityholder(s), from such Managing Equityholder(s) on a several basis to an account designated by the Buyer Parties within five (5) days after the determination of indemnification amounts. Any indemnification payments made pursuant to this Agreement will be deemed to be adjustments to the Merger Consideration.

9.6 Insurance Recovery. In determining the liability of a Party for any Adverse Consequence pursuant to this ARTICLE 9, no Adverse Consequence will be deemed to have been sustained by such Party to the extent of any proceeds actually received by such Party from any insurance recovery (net of all costs of such recovery and the present value of any associated increase in premiums) with respect to insurance coverage applicable to such claim (each such Party agreeing to use commercially reasonable efforts to recover insurance proceeds with respect to each such claim).

9.7 Set off; Escrow. In addition to any other remedies available pursuant to this ARTICLE 9, any Indemnified Party will be entitled to set-off any amounts due to it from any Indemnifying Party pursuant to this ARTICLE 9 against any amount otherwise payable by such Indemnified Party to the Indemnifying Party. In addition, Buyer Parties will have the right to seek recovery for any amounts that the Buyer Parties are entitled to be paid under this ARTICLE 9 or otherwise by making a claim under the Escrow Agreement.

ARTICLE 10
TERMINATION

10.1 Termination. This Agreement may be terminated at any time prior to the Closing, whether before or after receipt of the Company Equityholder Approval:

(a) by mutual written consent of Buyer and the Equityholders Representative;

(b) (i) by Buyer if there has been a breach in any material respect on the part of any Selling Party, or (ii) by the Equityholders Representative if there has been a breach in any material respect on the part of Buyer, in the representations and warranties or covenants set forth in this Agreement, or if events have occurred which have made it impossible to satisfy a condition precedent to the obligations of the terminating Party to consummate the transactions contemplated hereby, unless the impossibility has been caused by willful breach of this Agreement by Buyer (in the event of a termination being sought by Buyer) or any Selling Party (in the event of a termination being sought by the Equityholders Representative).

(c) by either Buyer or the Equityholders Representative if the Closing has not occurred on or prior to November 12, 2013, by reason of the failure of any condition precedent under ARTICLE 3 and ARTICLE 4 hereof; provided that neither Buyer nor the Equityholders Representative will be entitled to terminate this Agreement pursuant to this Section 10.1(c) if the willful breach of this Agreement by Buyer (in the event of a termination being sought by Buyer) or any Selling Party (in the event of a termination being sought by the Equityholders Representative) has prevented satisfaction of the conditions or the consummation of the transactions contemplated hereby at or prior to such time;

(d) by Buyer, if the Company Equityholder Approval has not been obtained by 5:00 p.m. Eastern Time on the date hereof; or

(e) by Buyer, in its sole and absolute discretion, if (i) the Company or any of its Subsidiaries, from and after the date hereof and until the Closing, enter into any Contract which involves consideration in excess of $250,000 or calls for performance over a period of more than ninety (90) days and (ii) Buyer does not approve of the terms and conditions of such Contract.

10.2 Effect of Termination. In the event of termination of this Agreement by either Buyer or the Equityholders Representative as provided above, this Agreement will forthwith become void and there will be no Liability on the part of any Party to any other Party or its officers, directors, employees, equityholders or representatives other than Liability of any Selling Party, as the case may be, for (i) fraud or intentional misrepresentation or (ii) any breach of its covenants and agreements under this Agreement occurring prior to such termination. The provisions of Sections 8.1 (Press Releases), 8.2 (Expenses), 8.4 (Confidentiality), this Section 10.2 and ARTICLE 11 (including the related definitions) will survive any termination of this Agreement.

ARTICLE 11
CERTAIN DEFINITIONS

"Action" means any action, cause of action, suit, proceeding, arbitration, complaint, hearing, investigation, audit, lawsuit, litigation, order, complaint or claim (whether at law or in equity, whether civil, criminal, administrative, judicial or investigative).

"Additional Merger Consideration" means, as of any date of determination, without duplication, the sum of: (i) the portion of the Adjustment Escrow Amount paid or payable to the Equityholders pursuant to this Agreement and the Escrow Agreement, (ii) the portion of the Indemnity Escrow Amount paid or payable to the Equityholders pursuant to this Agreement and the Escrow Agreement and (iii) the portion of the funds in the Reserve Account paid or payable to the Equityholders pursuant to this Agreement, including the balance of the Reserve Amount and any consideration paid or payable to the Equityholders pursuant to Section 1.6(d), pro rata in accordance with such Equityholder's Pro Rata Share.

"Adjustment Escrow Amount" means $500,000.

"Adverse Consequences" means, with respect to any Person, damage or other Liability whether or not arising out of a Third Party Claim, including all amounts paid or incurred in connection with any action, demand, proceeding, investigation or claim by any third party (including any Governmental Entity) against or affecting such Person or which, if determined adversely to such Person, would give rise to, evidence the existence of, or relate to, any other Adverse Consequences and the investigation, defense or settlement of any of the foregoing; provided that Adverse Consequences arising from punitive damages will only be recoverable by an Indemnified Person if owed to a third party.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling (including, but not limited to, all directors and officers of such Person), controlled by, or under common control with, such Person.

"Affiliated Group" means an affiliated group as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax law) of which the Company or any of its Subsidiaries is or has been a member.

"Aggregate Rollover Investment Amount" means the sum of the Rollover Investment Amounts of the Rollover Equityholders.

"Allocable Portion of the Estimated Merger Consideration" means, with respect to any Unit outstanding at the Effective Time, an amount equal to the product of (a) the Estimated Merger Consideration multiplied by (b) the percentage obtained by dividing one (1) Unit by the total number of Units (including the Rollover Units) outstanding immediately prior to the Closing.

"Buyer Material Adverse Effect" means any event, change, circumstance, development, effect or state of facts that, when considered individually or in the aggregate, is,

or is reasonably likely to be, materially adverse to: (a) the business, financial condition, prospects, assets, liabilities, operations or results of operations of Parent and its Subsidiaries; or (b) the ability of Buyer to perform its obligations under the transaction agreement or to consummate the transactions contemplated thereby. "Material Adverse Effect" will not include: (i) any changes in the general business or economic conditions other than such conditions that disproportionately impact the business, financial condition, prospects, assets, liabilities, operations or results of operations of Parent and its Subsidiaries; or (ii) any acts of war (whether or not declared), sabotage or terrorism, military actions or the escalation thereof, or other force majeure events occurring after the date hereof.

"Capital Stock" means (i) in the case of a corporation, any and all shares (however designated) of capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (iii) in the case of a partnership or limited liability company, any and all partnership or membership interests (whether general or limited), (iv) in any case, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, and (v) in any case, any right to acquire any of the foregoing.

"Closing Cash Amount" means, as of the close of business on the Closing Date, the amount (which may be negative) of all cash and cash equivalents (net of overdrafts, outstanding checks, wires in transit and trapped or restricted cash (e.g., cash on deposit with vendors, landlords, etc.)); provided that the Closing Cash Amount will not exceed $1,000,000.

"Closing Indebtedness Amount" means, as of the Closing, the amount of all Indebtedness of the Company and its Subsidiaries.

"Code" means the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated and rulings issued thereunder, as amended, supplemented or substituted therefor from time to time.

"Company LLC Agreement" means the T-DOC Company, LLC Operating Agreement dated July 25, 2000.

"Contract" means any agreement, contract, instrument, commitment, lease, guaranty, indenture, license or other arrangement or understanding between parties or by one party in favor of another party, whether written or oral.

"Confidential Information" means all information (whether or not specifically identified as confidential), in any form or medium, that is disclosed to, or developed or learned by, any Equityholder as an owner of Capital Stock of the Company, as an employee or consultant of the Company or any of its Subsidiaries, in the performance of duties for, or on behalf of, the Company or any of its Subsidiaries or that relates to the Business or the business, services or research of the Company, its Subsidiaries or any of their respective investors, partners, affiliates, strategic alliance participants, officers, directors, employees or equityholders or their respective Affiliates which relate to the Business of the Company and its Subsidiaries, including, without limitation: (i) internal business information (including, without limitation, information relating to strategic plans and practices, business, accounting, financial or

marketing plans, practices or programs, training practices and programs, salaries, bonuses, incentive plans and other compensation and benefits information and accounting and business methods); (ii) identities of, individual requirements of, specific contractual arrangements with, and information about, the Company, its Affiliates and their confidential information; (iii) industry research compiled by, or on behalf of, the Company or any of its Subsidiaries, including, without limitation, identities of potential target companies, management teams and transaction sources identified by, or on behalf of, the Company or any of its Subsidiaries; (iv) compilations of data and analyses, processes, methods, track and performance records, data and data bases relating thereto; (v) computer software documentation, data and data bases and updates of any of the foregoing; and (vi) the terms of this Agreement and the transactions contemplated hereby except for disclosure required by Governmental Entities, provided, however, "Confidential Information" does not include any information that any Equityholder can demonstrate has become generally known to and widely available for use within the industry other than as a result of the acts or omissions of such Equityholder in breach of this Agreement.

"Employee Benefit Plan" means any Employee Pension Benefit Plan (including any Multiemployer Plan), Employee Welfare Benefit Plan, fringe benefit, bonus, equity incentive, retention, change in control, deferred compensation, retirement, vacation, sick leave, severance, incentive or other employee benefit plan, program policy or arrangement, whether or not subject to ERISA.

"Employee Pension Benefit Plan" has the meaning set forth in Section 3(2) of ERISA.

"Employee Welfare Benefit Plan" has the meaning set forth in Section 3(1) of ERISA.

"Environmental Laws" means, whenever in effect, all Legal Requirements and all contractual obligations concerning public or worker health and safety, pollution or protection of the environment.

"Equityholder" means each holder of Units as reflected on Schedule 6.2.

"Equityholders Representative" means Russell S. Lalli.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder, as amended, supplemented or substituted therefor from time to time.

"ERISA Affiliate" means each entity that is or was, at a relevant time, treated as a single employer with the Company or any of its Subsidiaries for purposes of Section 414 of the Code.

"Escrow Amount" means the sum of the Adjustment Escrow Amount and the Indemnity Escrow Amount.

"FDA" means the U.S. Food and Drug Administration.

"GAAP" means United States generally accepted accounting principles as consistently applied by the Company and its Subsidiaries.

"Governmental Entity" means the United States of America or any other nation, any state, any province, or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

"Health Care Laws" means any foreign, federal, provincial, state or local statutes and regulations applying to Persons involved in the provision or administration of healthcare products or services by reason of the nature of their businesses, including but not limited to: Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 (the Medicare statute), including specifically, the Ethics in Patient Referrals Act, as amended, 42 U.S.C. § 1395nn; Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396w-5 (the Medicaid statute); the Federal Health Care Program Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b); the False Claims Act, 31 U.S.C. §§ 3729-3733 (as amended); the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the Anti-Kickback Act of 1986, 41 U.S.C. §§ 8701-8707; the Civil Monetary Penalties Law, 42 U.S.C. §§ 1320a-7a; Criminal Penalties for Acts Involving Federal Health Care Programs, 1320a-7b; Mail and Wire Fraud and Other Fraud Offenses, 18 U.S.C. §§ 1341-1351; False Statements Relating to Health Care Matters, 18 U.S.C. § 1035; Health Care Fraud, 18 U.S.C. § 1347 and § 1349; the Exclusion Laws, 42 U.S.C. § 1320a-7 and § 1320c-5; the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d-1329d-9; Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, 42 U.S.C. §§ 17921-17953; 42 C.F.R. Part 410, 45 C.F.R. Part 160, 45 C.F.R. Part 162, and 45 C.F.R. Part 164 (collectively, "HIPAA"); the Patient Protection and Affordable Care Act, Pub. L. No. 111-148, 124 Stat. 119 (2010) (as amended by Health Care and Education Reconciliation Act of 2010, Pub. L. 111-152, 124 Stat. 1029 (2010)), including, specifically, the "Sunshine" provisions of the Act, as amended, 42 U.S.C. 1320a-7h; other state disclosure laws; the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. §§ 301-399d; and any implementing regulations or program guidance that has the force of law and any similar state laws and any state regulations or program guidance that has the force of law concerning fee-splitting, kickbacks, corporate practice of medicine, disclosure of ownership, false claims, survey, certification, licensure, civil monetary penalties, self-referrals, or privacy and/or security of personal information, including state data breach notification laws and state social security number protection laws and regulations.

"Indebtedness" means: (i) any indebtedness for borrowed money (including all accrued but unpaid interest, premiums, expenses, commitment fees, reimbursements, indemnities, penalties and all other amounts payable in connection therewith); (ii) any indebtedness evidenced by any note, bond, debenture or other debt security; (iii) any Liabilities for the deferred purchase price of property or services with respect to which a Person liable, as obligor or otherwise (other than trade payables and other current liabilities which are included in the calculation of Net Working Capital); (iv) any commitment by which a Person assures a creditor against loss (including contingent reimbursement obligations with respect to letters of credit (whether drawn or undrawn), performance bonds, customs bonds, surety bonds, bankers acceptances and fidelity bonds); (v) any indebtedness guaranteed in any manner by a Person (including guarantees in the form of an agreement to repurchase or reimburse); (vi) all deferred rent; (vii) any Liability under any synthetic lease or any lease which has been or should be recorded under GAAP as a capital lease with respect to which a Person is liable, contingently or

otherwise, as obligor, guarantor or otherwise; (viii) any Liability under conditional sale or other title retention agreements; (ix) any Liabilities secured by a Lien on any of the assets or properties of such Person; (x) any Liabilities of such Person arising out of interest rate and currency swap arrangements or any other hedging arrangements; (xi) any amounts, owed by a Person to any Person under any earn-out or similar performance payment (such will be the maximum amount), noncompetition, bonus, consulting or deferred compensation arrangements other than in the ordinary course of business and included in the calculation of Net Working Capital; (xii) any deferred revenue; (xiii) any Tax Liability of such Person for all Pre-Closing Tax Periods, excluding accrued payroll Taxes included in the calculation of Net Working Capital, (xiii) accrued but unpaid bonuses for the calendar years ending December 31, 2012 and December 31, 2013 and the employer's share of unpaid payroll Taxes attributable thereto, other than bonuses payable in the ordinary course of business and included in the calculation of Net Working Capital; (xiv) employer's share of payroll Taxes attributable to any payments made in connection with the transactions contemplated by this Agreement; (xv) any Liability of such Person to any Equityholder or any Affiliate of any Equityholder; and (xvi) any Liabilities arising from any breach of any of the foregoing, if the breach pre-dated Closing. The Closing Indebtedness Amount will include all principal, premium, accrued and unpaid interest, related expenses, prepayment penalties, commitment and other fees, sale or liquidity participation amounts, reimbursements, indemnities and all other amounts payable in connection with the foregoing which would be payable if such Indebtedness were paid in full at the Closing.

"Indemnity Escrow Amount" means $3,750,000.

"Intellectual Property" means all intellectual property rights in any jurisdiction throughout the world, including: (i) patents, patent applications (including any patents issuing on such applications), inventions and invention disclosures, together with all continuations, continuations-in-part, reissues, renewals, reexaminations, provisionals, divisionals, substitutions, extensions, revisions or improvements thereof, any foreign counterparts or equivalents of any of the foregoing and any other patents, applications or extensions that claim priority to or through any of the foregoing; (ii) trade secrets, technical data, technology, know-how, methods and processes, customer and supplier information, and all other rights in confidential business or technical information; (iii) unregistered and registered copyrights and copyrightable works, all applications therefor, and all other rights corresponding thereto (including mask works); (iv) domain names, uniform resource locators, other names and locators associated with the Internet, and applications or registrations therefor; (v) trade names, logos, common law trademarks and service marks and trademark and service mark registrations, and related goodwill and applications therefor; (vi) all rights in databases and data collections; (vii) any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (d) documentation including user manuals and other training documentation related to any of the foregoing ("Software"); and (viii) any similar or equivalent rights to any of the foregoing, including but not limited to moral rights (as applicable).

"Inventory" means, as of such date of determination, all items of inventory of the Company and its Subsidiaries as determined in accordance with GAAP.

"Investment" as applied to any Person means (i) any direct or indirect purchase or other acquisition by such Person of any notes, obligations, instruments, stock, securities or ownership interest (including partnership interests and joint venture interests) of any other Person and (ii) any capital contribution by such Person to any other Person.

"Knowledge" when applied to the Company means the knowledge, after appropriate inquiry, of any of the Managing Equityholders, Lalli or Robert W. Mueller.

"Legal Requirement" means any law (including common law), statute, code, constitution, ordinance, rule, regulation, orders, judgments, writs, injunctions, acts, decrees or any other determination or direction of any arbitrator or any Governmental Entity.

"Liability" or "Liabilities" means any liability, debt, obligation, deficiency, interest, Tax, penalty, fine, claim, demand, judgment, cause of action or other loss, cost or expense of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown, and whether due or become due and regardless of when asserted.

"Lien" or "Liens" means any security interest, pledge, license, encumbrance, bailment (in the nature of a pledge or for purposes of security), hypothec, mortgage, deed of trust, the grant of a power to confess judgment, conditional sales and title retention agreement (including any lease in the nature thereof), charge or other similar arrangement or interest in real or personal property.

"Material Adverse Effect" means any event, change, circumstance, development, effect or state of facts that, when considered individually or in the aggregate, is, or is reasonably likely to be, materially adverse to: (a) the business, financial condition, prospects, assets, liabilities, operations or results of operations of the Company and its Subsidiaries; or (b) the ability of the Company to perform its obligations under the transaction agreement or to consummate the transactions contemplated thereby. "Material Adverse Effect" will not include: (i) any changes in the general business or economic conditions other than such conditions that disproportionately impact the business, financial condition, prospects, assets, liabilities, operations or results of operations of the Company and its Subsidiaries; or (ii) any acts of war (whether or not declared), sabotage or terrorism, military actions or the escalation thereof, or other force majeure events occurring after the date hereof.

"Multiemployer Plan" has the meaning set forth in Section 3(37) of ERISA.

"Net Working Capital" means, as of the close of business on the Closing Date, the net working capital of the Company and its Subsidiaries as determined in accordance with Exhibit H (using the same line items and same exclusions reflected thereon, and the value of the assets and liabilities therein being determined in accordance with GAAP, consistently applied, except for those deviations from GAAP described on Exhibit H).

"Net Working Capital Target" means $3,638,000.

"ordinary course of business" means the ordinary course of the Company's and its Subsidiaries' business consistent with past custom and practice, including as to frequency and amount.

"Parent" means LM Acquisition Holdings, LLC, a Delaware limited liability company.

"Parent Units" means Class A Units of Parent.

"Party" or "Parties" means any party hereto.

"Person" means an individual, a partnership, a corporation, an association, a limited liability company a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Entity.

"Pre-Closing Tax Period" means (i) any Tax period ending on or before the Closing Date and (ii) with respect to a Taxable period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

"Pre-Closing Taxes" means (i) all Taxes (or the non-payment thereof) of the Company and its Subsidiaries for all Pre-Closing Tax Periods, including employer's share of payroll taxes imposed on any payment made in connection with this Agreement; (ii) all Taxes of any member of an affiliated, consolidated, combined or unitary group of which the Company or any of its Subsidiaries (or any of their respective predecessors) is or was a member on or prior to the Closing Date, arising pursuant to Treasury Regulation Section 1.1502-6 or any analogous or similar state, local, or non-U.S. law or regulation; (iii) any cost and expenses with respect to preparing, filing and defending any Tax Return with respect to a Pre-Closing Tax Period; and (iv) any and all Taxes of any Person imposed on the Company or any of its Subsidiaries as a transferee or successor, by contract or pursuant to any law, rule or regulation as the result of transactions or events occurring prior to the Closing Date.

"Privacy Laws" HIPAA; the HIPAA Privacy and Security Standards, the HIPAA Security and Transactions and Code Sets standards, and regulations thereunder, the Health Information Technology for Economic and Clinical Health Act enacted as part of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (2009), and regulations thereunder; and any other federal, state, provincial or local laws regarding the collection, use, disclosure and security of patient health information.

"Pro Rata Share" means, with respect to an Equityholder, the percentage equal to the number of Units (including Rollover Units) held by such Equityholder immediately prior to Closing divided by the total number of Units (including Rollover Units) outstanding immediately prior to the Closing, and such percentage is set forth next to each Equityholder's name on Schedule 11.1.

"Release Date" means the fifteen (15) month anniversary of the Closing Date.

"Reportable Event" means an event described in Section 4043(c) of ERISA.

"Reserve Amount" means $500,000.

"Reviewed Financial Statements" means (i) the balance sheet of the Company and its Subsidiaries as at December 31, 2012 and the statement of income and cash flows for the twelve month period then ending and (ii) the balance sheet of the Company and its Subsidiaries as at December 31, 2011 and the statement of income and cash flows for the twelve month period then ending.

"Rollover Agreements" mean those certain exchange and subscription agreements entered into by and between each of the Rollover Equityholders and Parent.

"Rollover Equityholders" means any Person identified as a "Rollover Equityholder" on Schedule 5.2.

"Rollover Investment Amount" means, with respect to each Rollover Equityholder, the amount set forth next to such Rollover Equityholder's name on Schedule 5.2.

"Rollover Units" means the Units contributed by the Rollover Equityholders to Parent pursuant to the Rollover Agreements.

"Selling Parties Transaction Expenses" means (i) the fees and disbursements payable to legal counsel and accountants of the Company, its Subsidiaries or the Equityholders in connection with the transactions contemplated by this Agreement and (ii) all other fees and expenses, in each case, incurred by the Company, its Subsidiaries or the Equityholders in connection with the transactions contemplated by this Agreement.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof.

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, escheat, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not.

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Transaction Documents" means this Agreement and any other agreement, instrument, certificate or documents contemplated to be delivered or executed in connection herewith.

"Units" means the Capital Stock of the Company as set forth on Schedule 6.2.

11.1 Additional Definitions.

Term	Section
Accounting Firm	1.6(c)
Acquisition Proposal	8.7
Adjustment Amount	1.6(d)
Adjustment Escrow Account	1.9(b)
Adjustment Escrow Excess	1.6(e)
Agreement	Preface
Business	Recitals
Buyer	Preface
Buyer Parties	9.2(a)
Cap	9.2(b)(iii)
Certificate of Merger	1.1
Closing	1.5
Closing Date	1.5
Closing Repaid Indebtedness	1.8(j)
Closing Statement	1.6(c)
COBRA	6.15(f)
Collective Bargaining Agreements	6.9(a)(i)
Company	Preface
Company Equityholder Approval	6.1(c)
Company Intellectual Property	6.10(b)
Company Systems	6.10(i)
Company's Estimate	1.6(b)
Consents	2.1(i)
DLLCA	1.1
Effective Time	1.1
Escrow Agent	1.8(e)
Escrow Agreement	1.8(e)
Estimated Merger Consideration	1.6(b)
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Indemnified Party	9.4(a)
Indemnity Escrow Account	1.9(b)
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Term	Section
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Invoices	1.8(k)
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Lalli Trusts	Preface
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Lease	6.19(b)
Leased Real Property	6.19(b)
Managing Equityholder(s)	Preface
Material Customers	6.18(a)
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Merger	Recitals
Merger Consideration	1.6(a)
Merger Consideration Account	1.9(a)
Merger Sub	Preface
OHSA	6.14(d)
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Released Claims	8.8
Reserve Account	1.9(b)
Restricted Business	8.5(a)
Restricted Period	8.5(a)
Selling Party(ies)	Preface
SOL Reps	9.2(b)(i)
Straddle Period	8.3(e)
Surviving Company	1.2
Surviving Company LLC Agreement	1.3(b)
T-Doc Acquisition Entity	8.4(a)
T-Doc Acquisition Group	8.4(a)
Territory	8.5(a)
Third Party Claim	9.4(a)
Threshold	9.2(b)(ii)
Transfer Taxes	8.3(b)
WARN Act	6.14(a)

ARTICLE 12
MISCELLANEOUS

12.1 Equityholders Representative. By the approval of this Agreement pursuant to DLLCA, the Equityholders irrevocably constitute and appoint Russell S. Lalli as the agent, representative, proxy and attorney-in-fact for each of the Equityholders to act as Equityholders Representative under this Agreement in accordance with the terms of this Section 12.1.

(b) Equityholders Representative has been authorized by the Equityholders for or on behalf of such Equityholder, to:

(i) take all actions required by, and exercise all rights granted to, Equityholders Representative in this Agreement and the Transaction Documents;

(ii) receive all notices or other documents given or to be given to the Equityholders by Buyer or the Company pursuant to this Agreement and the Transaction Documents;

(iii) receive and accept service of legal process in connection with any Action against the Equityholders or the Company arising under this Agreement or any Transaction Document;

(iv) undertake, compromise, defend, settle and deal in any way with any Action or indemnity claim hereunder on behalf of the Equityholders as a group or any Equityholder arising under this Agreement or any Transaction Document;

(v) execute and deliver on behalf of the Equityholders, or any of them, all agreements, certificates and documents required or deemed appropriate by the Equityholders Representative in connection with any of the transactions contemplated hereby or under the Transaction Documents, whether before, at or after Closing hereunder;

(vi) engage special counsel, accountants and other advisors and incur such other expenses in connection with any of the transactions contemplated hereby or under the Transaction Documents whether before, at or after Closing hereunder;

(vii) consent to the settlement of any disputes in connection with Section 1.6 of this Agreement;

(viii) open the Merger Consideration Account, receive, deposit and secure the Estimated Merger Consideration, the Adjustment Amount (if any), the Adjustment Escrow Amount (if required) and the Adjustment Escrow Excess (if any) therein, and make payments to the Buyer Parties and distributions to the Equityholders therefrom, in accordance with the terms of this Agreement;

(ix) open the Reserve Account, receive, deposit and secure the Reserve Amount therein, and pay expenses and other obligations of the Selling Parties and the

Equityholders Representative (including, without limitation, payments to the Buyer Parties) and distributions to the Equityholders therefrom, in accordance with the terms of this Agreement and the Escrow Agreement; and

(x) take such other action as the Equityholders Representative may deem appropriate, including:

(A) agreeing on behalf of the Equityholders, or any of them, to any waiver, modification or amendment of this Agreement or any Transaction Document and executing and delivering an agreement of such waiver, modification or amendment; and

(B) all such other matters as the Equityholders Representative may deem necessary or appropriate to carry out the intent and purposes of this Agreement and the Transaction Documents.

(c) Buyer and its Affiliates will be entitled to rely upon, and will be fully protected in relying upon, the power and authority of the Equityholders Representative without independent investigation. Buyer and its Affiliates will have no liability whatsoever to the Equityholders or any other Persons for any acts or omissions of the Equityholders Representative, or any acts or omissions taken or not taken by Buyer or any other Persons at the direction of the Equityholders Representative.

(d) Except as otherwise indicated by the Equityholders Representative in writing to Buyer, a decision, act, consent or instruction of the Equityholders Representative relating to this Agreement and the Transaction Documents will constitute a decision for all of the Equityholders, and will be final, binding and conclusive upon the Equityholders, and Buyer may rely upon any such decision, act, consent or instruction of the Equityholders Representative as being the decision, act, consent or instruction of every Equityholder and Buyer will have no liability to any Equityholder as a result of such reliance; provided that, upon payment by Buyer of any amount required to be paid by Buyer to Equityholders Representative (on behalf of the Equityholders) under this Agreement or the Transaction Documents, Buyer will have no further obligations or liabilities to the Equityholders Representative or any Equityholder with respect to such payment, and such Equityholder hereby waives any and all claims against Buyer with respect to such payment and agrees to indemnify and hold harmless Buyer for any claims made by such Equityholder with respect to such payment.

(e) The Equityholders acknowledge that the Equityholders Representative is acting as such at the request of the Equityholders in order to facilitate the orderly and efficient consummation of the transactions contemplated by this Agreement, at no additional compensation, and therefore agree to jointly and severally indemnify and hold harmless the Equityholders Representative against and from any and all liabilities and expenses (including attorneys' fees and costs) incurred by, or asserted by any of the Equityholders or otherwise against, the Equityholders Representative, in his capacity as such, in connection with this Agreement, except for actions or omissions that constitute gross negligence or willful misconduct on the part of the Equityholders Representative. The Equityholders Representative may act in reliance upon any written instrument or signature received by him and reasonably believed to be genuine and/or properly executed. The Equityholders Representative may

consult with counsel and will be fully protected in any action taken in good faith in accordance with such advice.

(f) The Equityholders Representative may resign or be removed by the Managing Equityholders as such in accordance with the terms of this Section 12.1(f), and be thereafter discharged from its duties and obligations under this Agreement (except any obligations accruing prior to its discharge and as otherwise provided herein). The Equityholders Representative must provide written notice of its intent to resign to each of the Managing Equityholders at their last known address and to Buyer in accordance with Section 12.7. Upon receipt of such notice of resignation, the Managing Equityholders will, or at any time and for any reason the Managing Equityholders may, upon approval of a majority in interest of the Managing Equityholders (based on their relative Pro Rate Share), and subject to Buyer's consent (not to be unreasonably withheld), designate a successor Equityholders Representative, who will promptly take possession of the funds, if any, in the Merger Consideration Account and Reserve Account, and otherwise assume the duties and obligations of the Equityholders Representative under this Agreement on a going-forward basis. Whether upon resignation or removal, the Equityholders Representative will maintain and protect the funds deposited within the Merger Consideration Account and Reserve Account until a successor Equityholders Representative has accepted such appointment and taken possession of the funds.

12.2 No Third Party Beneficiaries. This Agreement will not confer any rights or remedies upon any Person other than the Parties (and, where indicated herein, with respect to Section 8.8 and ARTICLE 9, and the Affiliates of the Parties) and their respective successors and permitted assigns.

12.3 Entire Agreement. This Agreement (including the Schedules and the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof. The Parties agree that prior drafts of this Agreement and other agreements and other instruments entered into in connection with this Agreement relating to the transaction contemplated hereby will be deemed not to provide any evidence as to the meaning of any provision hereof or the intent of the Parties with respect hereto.

12.4 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties named herein and their respective successors, permitted assigns, heirs, transferees, executors, administrators and legal representatives, but neither this Agreement nor any of the rights or obligations hereunder may be assigned (whether by operation of law, through a change in control or otherwise) by any Selling Party without the prior written consent of Buyer, or by Buyer (except as otherwise provided in this Agreement) without the prior written consent of the Equityholders Representative; provided that Buyer may assign its rights and obligations under this Agreement (including its right to indemnification), in whole or in part, (a) to one or more of their respective Affiliates (including, for the avoidance of doubt, any Affiliate organized subsequent to the date hereof), (b) for collateral security purposes, to any lender providing financing to Buyer or any of its Affiliates and all extensions, renewals, replacements, refinancings and refundings thereof in whole or in part and (c) in

connection with a (i) merger or consolidation involving Buyer or any of its Affiliates, (ii) a sale of Capital Stock or assets (including any real estate) of Buyer or any of its Affiliates or (iii) dispositions of Buyer or any of its Affiliates or any part thereof.

12.5 Counterparts; Delivery by Facsimile or PDF. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivery by electronic transmission in portable document format (pdf)), all of which taken together will constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto or to any such agreement or instrument, each other Party hereto or thereto will re-execute original forms thereof and deliver them to all other Parties. No Party hereto or to any such agreement or instrument will raise the use of a facsimile machine or electronic transmission in portable document format (pdf) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission in portable document format (pdf) as a defense to the formation of a contract and each such Party forever waives any such defense, except to the extent such defense related to lack of authenticity.

12.6 Descriptive Headings. The headings and captions used in this Agreement and the table of contents to this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

12.7 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement will be in writing and will be deemed given to a Party (a) when delivered to the appropriate address by hand, (b) one day after being sent by nationally recognized overnight courier service (costs prepaid), or (c) when sent by facsimile or e-mail with confirmation of transmission by the transmitting equipment confirmed with a copy delivered as provided in clause (a) or (b), in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a Party may designate by notice to the other Parties):

If to the Company, Investors, the Selling Parties or the Equityholders Representative:

T-DOC Company, LLC
181 Edgemoor Road
Wilmington, Delaware 19809
Attn: Russell S. Lalli, COO
Facsimile No: (800) 471-8362
Email: rslalli@tdocllc.com

with a copy to (which will not constitute notice):

Sherman Silverstein
308 Harper Drive, Suite 200
Moorestown, New Jersey 08057
Attn: David C. Silverman, Esq.
Facsimile No: (856) 661-2093
Email: dsilverman@shermansilverstein.com

If to Buyer or Merger Sub:

Laborie Medical Technologies Corp.
400 Avenue D, Suite 10
Williston, Vermont 05495
Attn: Chief Executive Officer
Facsimile No: 802.878.1122
Email: JFraser@laborie.com

with a copy to (which will not constitute notice):

Audax Management Company, LLC
101 Huntington Avenue
Boston, MA 02199
Attn: David Wong
Facsimile No: (617) 859-1600
Email: dwong@audaxgroup.com

and

Audax Management Company, LLC
101 Huntington Avenue
Boston, MA 02199
Attn: General Counsel
Facsimile No: (617) 859-1600
Email: dweintraub@audaxgroup.com

and

Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
Attn: Jeffrey J. Seifman, P.C.
Kevin Mausert
Facsimile No: (312) 862-2200
Email: jeffrey.seifman@kirkland.com
kevin.mausert@kirkland.com

Any Party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means, but no such notice, request, demand, claim or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

12.8 Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement will be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

12.9 Amendments and Waivers. No amendment of any provision of this Agreement will be valid unless the same will be in writing and signed by Buyer and the Equityholders Representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

12.10 Incorporation of Schedules. The Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

12.11 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party hereto by virtue of the authorship of any of the provisions of this Agreement. Where specific language is used to clarify by example a general statement contained herein (such as by using the word "including"), such specific language will not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. Whenever required by the context, any pronoun used in this Agreement will include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs will include the plural and vice versa. Any references to dollars or $ will mean United States Dollars. Nothing in the Schedules hereto will be deemed adequate to disclose an exception to a representation or warranty made herein unless the Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail, and such disclosure will be disclosed under separate section and subsection references that correspond to the sections and subsections to which such information relates. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item will not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). The Parties intend that each representation, warranty and covenant contained herein will have independent significance. If any Party has breached any representation, warranty, or covenant contained herein (or is otherwise entitled to indemnification) in any respect, the fact that there exists another representation, warranty or covenant (including any indemnification provision)

relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached (or is not otherwise entitled to indemnification with respect thereto) will not detract from or mitigate the fact that the Party is in breach of the first representation, warranty or covenant (or is otherwise entitled to indemnification pursuant to a different provision). Any reference to any particular Code section or any other Legal Requirement will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified.

12.12 Severability of Provisions. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Legal Requirement, but if any provision of this Agreement or the application of any such provision to any Person or circumstance will be held to be prohibited by, illegal or unenforceable under applicable Legal Requirement in any respect by a court of competent jurisdiction, such provision will be ineffective only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12.13 Consent to Jurisdiction. Each Party (a) irrevocably submits to the exclusive jurisdiction of the courts of the State of Delaware for the purpose of any Action arising out of or based upon this Agreement or relating to the subject matter hereof (other than for any Action seeking injunctive or other equitable relief or a breach of a post-Closing covenant) (b) waives, to the extent not prohibited by any Legal Requirement, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that such Party is not subject personally to the jurisdiction of the above named courts, that such Party's property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above named courts is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court and (c) agrees not to commence any Action arising out of or based upon this Agreement or relating to the subject matter hereof other than before one of the above named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such Action (other than for any Action seeking injunctive or other equitable relief) to any court other than one of the above named court whether on the grounds of inconvenient forum or otherwise. Each Party consents to service of process in any such proceeding in any manner permitted by Delaware law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 12.7 is reasonably calculated to give actual notice.

12.14 WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LEGAL REQUIREMENTS WHICH CANNOT BE WAIVED, EACH OF THE PARTIES WAIVES AND COVENANTS THAT IT NOT WILL ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, ACTION, CLAIM, CAUSE OF ACTION, SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTY THAT THIS SECTION 12.14 CONSTITUTES A

MATERIAL INDUCEMENT UPON WHICH THE PARTIES ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT AND ANY OTHER AGREEMENTS RELATING HERETO OR CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 12.14 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

12.15 Guaranty. In consideration of Buyer's execution and delivery of this Agreement and Buyer's agreement to perform the transactions contemplated hereby, and as a material inducement of such execution, delivery and performance, Lalli hereby guarantees the full, complete and timely performance of, and compliance with, all of the covenants, agreements, obligations and other Liabilities of the Lalli Trusts set forth in this Agreement and the other agreements entered into in connection with the transactions contemplated hereby. Lalli agrees that no formal change, amendment, modification or waiver of any terms or conditions hereof or thereof, no extension in whole or in part of the time for the performance by the Lalli Trusts of their covenants, agreements, obligations and other Liabilities hereunder or thereunder, and no settlement, compromise, release, surrender, modification or impairment of, or exercise or failure to exercise any claim, right or remedy of any kind or nature in connection herewith or therewith, will affect, impair or discharge, in whole or in part, the liability of Lalli for the full, prompt and unconditional performance of the covenants, agreements, obligations and other Liabilities of the Lalli Trusts under this Agreement and the other agreements entered into in connection with the transactions contemplated hereby. The liability of Lalli hereunder is absolute and unconditional, irrespective of any circumstance which might otherwise constitute a legal or equitable discharge of a surety or guarantor. The liability of Lalli will be direct and not conditional or contingent on the pursuit of remedies against the Lalli Trusts. Buyer may, at its option, proceed in the first instance against Lalli to collect any Liability of the Lalli Trusts hereunder without first proceeding against the Lalli Trusts. This separate guarantee of Lalli will be a continuing separate guarantee, and the consent and waiver of Lalli in this Section 12.15 will remain in full force and effect until the Liabilities of the Lalli Trusts hereunder and under the other agreements entered into in connection with the transactions contemplated hereby are discharged and paid in full. This guarantee will run to and for the benefit of each of the Buyer Parties. Lalli represents and warrants to Buyer that he has sufficient legal capacity to execute and deliver this Agreement and each other agreement entered into in connection with the transactions contemplated hereby to which he is a party, that this Agreement and each such other agreement to which he is a party has been duly executed and delivered by him and constitute the legal and binding obligation of his, enforceable against him in accordance with their terms.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger as of the date first above written.

LABORIE MEDICAL TECHNOLOGIES CORP.

By: _____

Name: Brian Ellacott

Its: President, Chief Executive Officer

T-DOC ACQUISITION, LLC

By: _____

Name: Brian Ellacott

Its: President, Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger as of the date first above written.

T-DOC COMPANY, LLC

By: _____
Name: Russell S. Lalli
Its: Chief Operating Officer

T-DOC INVESTORS, LLC

By: _____
Name: Russell S. Lalli
Its: Co-Manager

By: _____
Name: Dr. Timothy B. McKinney
Its: Co-Manager

By: _____
Name: W. Dan Parker
Its: Co-Manager

MANAGING EQUITYHOLDERS

THE RUSSELL LALLI IRREVOCABLE DEED OF TRUST DATED DECEMBER 14, 2012, LISA LALLI AND STEPHEN ANDREW LALLI, TRUSTEES

By: _____
Name: Lisa Lalli
Its: Trustee

By: _____
Name: Stephen Andrew Lalli
Its: Trustee

THE LISA LALLI IRREVOCABLE DEED OF TRUST DATED DECEMBER 14, 2012, RUSSELL LALLI AND STEPHEN ANDREW LALLI, TRUSTEES

By: _____
Name: Russell Lalli
Its: Trustee

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger as of the date first above written.

T-DOC COMPANY, LLC

By: _____
Name: Russell S. Lalli
Its: Chief Operating Officer

T-DOC INVESTORS, LLC

By: _____
Name: Russell S. Lalli
Its: Co-Manager

By: _____
Name: Dr. Timothy B. McKinney
Its: Co-Manager

By: _____
Name: W. Dan Parker
Its: Co-Manager

MANAGING EQUITYHOLDERS

THE RUSSELL LALLI IRREVOCABLE DEED OF TRUST DATED DECEMBER 14, 2012, LISA LALLI AND STEPHEN ANDREW LALLI, TRUSTEES

By: _____
Name: Lisa Lalli
Its: Trustee

By: _____
Name: Stephen Andrew Lalli
Its: Trustee

THE LISA LALLI IRREVOCABLE DEED OF TRUST DATED DECEMBER 14, 2012, RUSSELL LALLI AND STEPHEN ANDREW LALLI, TRUSTEES

By: _____
Name: Russell Lalli
Its: Trustee

[Signature Page to Agreement and Plan of Merger]

By: _____
Name: Stephen Andrew Lalli
Its: Trustee

_____
Dr. Timothy B. McKinney

_____
W. Dan Parker

_____
Russell S. Lalli, in his individual capacity and as Equityholders Representative

[Signature Page to Agreement and Plan of Merger]