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03-20-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101292531

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

03-20-2000 BNSUYLN 09000104 012506 05844493

1 11:56:11  
2 11:45:57  
3 10:00:00  
4 11:00:00

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

TRADEMARK  
REEL: 002036 FRAME: 0780

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name SCOTT E. TAYLOR, ESQUIRE

Address (line 1) ARNALL GOLDEN & GREGORY, LLP

Address (line 2) 2800 ONE ATLANTIC CENTER

Address (line 3) 1201 WEST PEACHTREE STREET

Address (line 4) ATLANTA, GEORGIA 30309-3450

**Correspondent Name and Address**

Area Code and Telephone Number (404) 873-8728

Name SCOTT E. TAYLOR

Address (line 1) ARNALL GOLDEN & GREGORY, LLP

Address (line 2) 2800 ONE ATLANTIC CENTER

Address (line 3) 1201 WEST PEACHTREE STREET

Address (line 4) ATLANTA, GEORGIA 30309-3450

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 5

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

75/644493

2281828

**Number of Properties** Enter the total number of properties involved. # 2

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

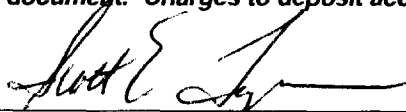
Deposit Account Number: # 012506

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Scott E. Taylor  
Name of Person Signing

  
Signature

February 2, 2000  
Date Signed

## ASSIGNMENT AGREEMENT

**THIS ASSIGNMENT AGREEMENT** (this "Assignment") is entered into as of November 1, 1999 (the "Effective Date"), by and between **BSM Financial, Inc.**, a Nevada corporation (the "Seller") and **Goodroe Cardiovascular Solutions, L.L.C.**, a Georgia limited liability company (the "Purchaser").

WITNESSETH:

**WHEREAS**, Seller utilizes those certain computer programs called "CathSource" and "OEP and CathSource Hemodynamic Interface", (the "Programs");

**WHEREAS**, Seller also utilizes those certain trademarks, "CathSource" and "Cardiac Data Source" (the "Marks"), which are used in connection with the marketing and sale of the Programs;

**WHEREAS**, concurrently with the execution of this Assignment, Seller and Purchaser are closing on that certain Asset Purchase Agreement (the "Purchase Agreement") between them, whereby Seller is selling certain of the tangible and intangible assets associated with the cardiovascular business of Seller to Purchaser, including but not limited to Seller's right, title and interest in and to the Programs and the Marks;

**WHEREAS**, Seller has granted rights in copies of the Programs to third parties solely pursuant to the End-User License Agreements identified in Schedule 2.5 to the Purchase Agreement (the "End-User Agreements"), which are to be assigned to, and assumed by, Purchaser pursuant to this Purchase Agreement;

**WHEREAS**, Seller desires to sell, assign, grant, convey and transfer Seller's right, title and interest in and to the Programs and the Marks to Purchaser, and Purchaser desires to buy and acquire the Programs and the Marks, in accordance with the terms and conditions of the Purchase Agreement;

**NOW, THEREFORE**, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser, intending to be legally bound, hereby agree as follows:

**Section 1. Conveyance of Rights.** Effective as of the Closing Date, as defined in the Purchase Agreement, Seller hereby transfers, grants, conveys, assigns and relinquishes exclusively to Purchaser all of Seller's right, title and interest in and to both the tangible and the intangible property constituting the Programs and the Marks (together with all goodwill pertaining thereto), including the following corporeal and incorporeal incidents to the Programs:

- (a) Title to and possession of the media, devices and documentation that constitute all copies of the Programs, their component parts and all documentation relating thereto, possessed or controlled by Seller, which are to be delivered to Purchaser pursuant to the Purchase Agreement;
- (b) All copyright interests owned or claimed by Seller pertaining to the Programs, together with all other copyright interests accruing by reason of international copyright conventions;
- (c) All right, title and benefit of Seller in and to the inventions, discoveries, improvements, ideas, trade secrets, know-how, confidential information and all other intellectual property owned or claimed by Seller pertaining to the Programs (but excluding any right or interest in the trademarks and trade names of Seller other than the Marks); and
- (d) All of the right, title, interest and future benefits of Seller in, to and under all agreements, contracts, licenses and leases entered into by Seller, or having Seller as a beneficiary, pertaining to the Programs, including (without limitation) Seller's rights as licensor under the End-User Agreements.

**Section 2. Delivery of Physical Objects.** Concurrently with the execution and delivery of this Assignment and the closing of the Purchase Agreement, Seller has delivered to Purchaser (a) its entire inventory of copies of the Programs in object code form, consisting of  - 0 -  disks; (b) a master copy of the Programs (in both source and object code form), which shall be in a form suitable for copying; and (c) all system and user documentation pertaining to the Programs, including design or development specifications, error reports and related correspondence and memoranda.

### **Section 3. Warranties of Title.**

**3.1** Seller represents and warrants that, to Seller's Knowledge, the Programs are free and clear of all liens, claims, encumbrances, rights or equities whatsoever of any third party, and do not infringe any patent, copyright, trade secret or other intellectual property right of any third party; and that the source code and system specifications for the Programs have been maintained in confidence.

**3.2** Seller represents and warrants that, to Seller's Knowledge, the Marks do not infringe any federal or state registered trademarks, service marks or trade names of any third party. Seller makes no representations or warranties with respect to the common law rights of any third party with respect to the Marks or any infringement of the Marks.

**3.3** Seller assigns the Programs to Purchaser "AS IS", and Seller disclaims all warranties, express or implied, with respect to the program including, without limitation, any warranty of merchantability or fitness for a particular purpose.

3.4 For purposes of this Agreement, the term "Knowledge" means the actual knowledge of Bruce S. Maller, without investigation and without imputation of constructive knowledge.

**Section 4. Further Assurances.** Seller shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of the Programs and the Marks to Purchaser, provided Seller shall not incur any costs, expenses or liability in connection with such actions.

**Section 5. Acknowledgment of Rights.** In furtherance of this Agreement, Seller hereby acknowledges that, from and after the effective date of this Agreement, Purchaser has acceded to all of Seller's right, title and standing to:

- (a) Receive all rights and benefits pertaining to the Programs and the Marks;
- (b) Institute and prosecute all suits and proceedings and take all actions that Purchaser, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right or title of any kind in and to any and all of the Programs, the Marks, and the End-User Agreements; and
- (c) Defend and compromise any and all such actions, suits or proceedings relating to such transferred and assigned rights, title, interest and benefits, and perform all other such acts in relation thereto as Purchaser, in its sole discretion, deems advisable.

**Section 6. Indemnity.** Purchaser shall indemnify, defend and hold harmless Seller at all times after the Closing Date of the Purchase Agreement from and against any and all loss, damage, liability, cost and expense, including but not limited to reasonable attorneys' fees, suffered or incurred by Seller, as and when incurred, by reason of, or arising out of, any infringement by the Programs or the Marks of the patent or trademark rights of third parties, whether accruing or arising before or after the Closing Date. Seller shall notify Purchaser in writing within thirty (30) days after a claim is presented to Seller, and Purchaser shall defend such claim at its expense. If Purchaser does not defend or settle such claim, Seller may do so without Purchaser's participation, in which case Purchaser shall pay the expenses of such defense, and Seller may settle or compromise such claim without Purchaser's consent. If Seller fails to notify Purchaser, and if Purchaser is thereby materially prejudiced by such failure of notice in its defense of the claim, Purchaser's obligation of indemnity hereunder shall be extinguished with respect to such claim to the extent that Purchaser has been prejudiced by the failure to give such notice.

**Section 7. Miscellaneous.**

7.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors and assigns.

7.2 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

7.3 Section 10.5 of the Purchase Agreement, relating to mandatory mediation and arbitration of any disputes arising out of this Assignment, is incorporated herein by reference.

IN WITNESS WHEREOF, Seller and Purchaser have executed this Assignment under seal effective as of the date shown above.

**PURCHASER:**

**Goodroe Cardiovascular Solutions, L.L.C.**

By: Joane H. Goodroe  
Name: JOANE H. GOODROE  
Title: PRESIDENT

[CORPORATE SEAL]

**SELLER:**

**BSM Financial, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[CORPORATE SEAL]

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**PURCHASER:**

**Goodroe Cardiovascular Solutions, L.L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[CORPORATE SEAL]**

**SELLER:**

**BSM Financial, Inc.**

By: *[Signature]*  
Name: BOUCE MALLES  
Title: President

**[CORPORATE SEAL]**