

1500 K Street, N.W., Suite 1100
Washington, D.C. 20005-1209
(202) 842-8800



102368286

TRADEMARK OFFICE
FEB 12 2003
2-12-03

<p>1. NAME OF CONVEYING PARTY: 2-12-03</p> <p>Advanced Cardiovascular Systems, Inc. (a Delaware corp.) Endovascular Technologies, Inc. (a Delaware corp.)</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>CORDIS CORPORATION A Florida corporation, 14201 NW 60th Avenue Miami Lakes, Florida 33014</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: October 23, 2002 3B. EFFECTIVE DATE: October 23, 2002</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/></p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>76/139,391 - SLALOM</p> <p>Additional numbers attached? NO</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Additional numbers attached? NO</p>
<p>Jennifer L. Dean, Esq. Drinker Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209 (202) 842-8882; Fax: (202) 842-8465</p>	
<p>6. TOTAL NUMBER OF TITLES: 1 7. TOTAL FEE: \$40.00 (CHECK ENCLOSED) 8. CHARGE ADDITIONAL FEES TO: DEPOSIT ACCT. NO. 50-0573 Our Ref: 31836.706/158964</p>	<p>9. The undersigned declares to the best of his knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p><i>[Signature]</i> Norm D. St. Landau Date: February 12, 2003 Page 1 of 11</p>

02/19/2003 DBYRME 00000005 76139391
01 FC:8521 40.00/DP

31836.706/158964R
DC373128V1

[Signature]
FILED BY COURIER
February 12, 2003

AGREEMENT AND ASSIGNMENT

WHEREAS, ENDOVASCULAR TECHNOLOGIES, INC., a Delaware corporation with its principal place of business at 1525 O'Brien Drive, Menlo Park, California 94025 and ADVANCED CARDIOVASCULAR SYSTEMS, INC., a California corporation with its principal place of business at 3200 Lakeside Drive, Santa Clara, California 95054, hereinafter referred to as "ASSIGNORS", own applications and registrations for SLALOM, set forth in Schedule 1 annexed hereto, and

WHEREAS, CORDIS CORPORATION, a Florida corporation, with its principal place of business at 14201 NW 60th Avenue, Miami Lakes, Florida 33014, hereinafter referred to as "ASSIGNEE", is desirous of acquiring all of the right, title and interest in and to the trademark SLALOM together with all applications and registrations therefor, and the goodwill symbolized thereby,

NOW, THEREFORE, the parties agree as follows:

1. ASSIGNORS hereby sell, assign and transfer to ASSIGNEE, and ASSIGNEE agrees to accept, the Assignment of all right, title and interest in and to the trademark SLALOM ("Trademark") throughout the world, together with that part of the goodwill of ASSIGNORS' business connected with the use of and symbolized by the Trademark, and all rights now and hereafter existing, arising out of or related to the use or ownership of the Trademark, together with all applications and registrations for the mark set out in Schedule 1 hereto, and including all claims now existing by reason of past infringement thereof.

2. Simultaneously with the execution of this agreement, ASSIGNORS shall execute the assignment attached as Attachment A, and shall execute such other and further documents as shall reasonably be requested by ASSIGNEE to carry out the terms and purposes of this agreement or which may reasonably be required by ASSIGNEE in order to perfect its title to the Trademark in any foreign jurisdiction, all at ASSIGNEE's expense. ASSIGNEE shall incur all attorneys' fees, costs, and any other expenses for the preparation and filing of the assignment and any other documents required to perfect title to the ASSIGNEE to the Trademark.

3. In full and complete payment for the purchase of the rights assigned, ASSIGNEE shall pay to ENDOVASCULAR TECHNOLOGIES, INC. the sum of Seventy-Five Thousand dollars

(\$75,000), payable upon the execution of this agreement, by check made payable to ENDOVASCULAR TECHNOLOGIES, INC.

4. ASSIGNORS being aware that ASSIGNEE is relying upon the same and but for them would not enter into this agreement, represent and warrant that:

(a) One of the ASSIGNORS is the rightful and exclusive owner of the applications and registrations for the Trademark set forth in Schedule 1.

(b) The ASSIGNORS, or either of them, have good and marketable title to all rights and interests in and to the Trademark, and that the Trademark, as of the date of this Agreement, is free and clear of any liens or encumbrances and has not been hypothecated or pledged to any third party.

(c) ASSIGNORS' trademark applications and registrations, set forth in Schedule 1 hereto, are valid, subsisting and uncancelled, and no person, firm or corporation claims any rights in or to the Trademark SLALOM which are inconsistent with the transaction herein contemplated, except for the opposition or cancellation proceedings filed by ASSIGNEE or any of its related or affiliated companies or businesses.

(d) The execution of this agreement by ASSIGNORS does not breach or conflict with any other agreement, or conflict with the rights of any third party relating to the trademark of which ASSIGNORS are aware;

(e) Except for the necessity of ASSIGNORS executing assignments and powers of attorney in connection with the trademark rights in all countries in which the mark SLALOM is registered by ASSIGNORS or in which applications to register SLALOM have been filed by ASSIGNORS, no approval, consent, authorization or other order of, and no declaration, filing, registration, qualification or recording with, any governmental authority or any other person, corporation or entity, including without limitation any party to any contractual obligation of ASSIGNORS, is required to be made by or on behalf of ASSIGNORS in connection with the execution, delivery or performance of this Agreement and the transactions contemplated hereby.

(f) ASSIGNORS have discussed a possible license agreement with Kawasumi Kagaku Kogyo ("Kawasumi"), owner of a Japanese registration for SLALOM (Japanese Reg. 4494164). ASSIGNORS were informed by Kawasumi approximately four months ago that it was willing at that time to grant a license for

SLALOM for a sum of 300,000 to 1,000,000 Japanese Yen, upon receiving a written request for same. ASSIGNEE acknowledges and agrees that the written request to Kawasumi shall include; (i) a Japanese translation of the request, (ii) the name of the product in question to be licensed, (iii) the projected sales of the product in Japan, and (iv) any other standard, but not complicated, license terms. ASSIGNEE also agrees that the negotiations with Kawasumi shall be conducted on behalf of ASSIGNEE by a person fluent in Japanese. ASSIGNEE agrees that it will negotiate this license agreement directly with Kawasumi.

5. This agreement shall be binding on and inure to the benefit of the parties, their officers, directors, successors, assigns, any parent company, subsidiary, affiliate, or related company of any party, and all those in privity with them.

6. This Agreement and Assignment may not be modified, changed or discharged except in writing, duly executed by the parties hereto in writing.

7. Should any provision of this Agreement and Assignment be held invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected by such unenforceability and shall continue valid and enforceable to the fullest extent permitted by law or equity.

8. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations or discussions, written or oral, of the parties.

9. No provision of this Agreement shall be deemed waived except if such waiver shall be in writing nor shall any such waiver be deemed to constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

10. All representations, warranties, covenants, and agreements made by ASSIGNORS in Paragraph 4 hereof shall be deemed to have been material and relied upon by or on behalf of ASSIGNEE.

11. This agreement shall be worldwide in scope.

12. Any controversy or claim arising out of or relating to this Agreement or the validity, inducement or breach

thereof, shall be settled by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then pertaining, except where those rules conflict with this provision, in which case this provision controls. The parties hereby consent to the jurisdiction of the Federal District Court for the district in which the binding arbitration is held for the enforcement of these provisions and the entry of judgment on an award, if any, rendered hereunder. Should such Court for any reason lack jurisdiction, any Court with jurisdiction shall enforce this clause and enter judgment on an award, if any, obtained in the arbitration. The arbitrator shall be an attorney specializing in business litigation who has at least fifteen (15) years of experience with a law firm or corporate law department of more than twenty-five (25) lawyers or was a judge of a court of general jurisdiction. The arbitrator shall be neutral, independent, disinterested and impartial, and shall abide by The Code of Ethics for Arbitrators in Commercial Disputes approved by the AAA. Within forty-five (45) days after initiation of arbitration, the parties shall reach agreement upon and thereafter follow procedures assuring that, should the arbitrator's schedule permit and the arbitrator agrees thereto, the arbitration will be concluded and the award rendered within no more than eight (8) months from selection of the arbitrator. Failing such agreement, the AAA will design and the parties will follow procedures that meet such a time schedule. THE ARBITRATOR SHALL NOT AWARD ANY PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES. NO PARTY MAY SEEK OR OBTAIN PREJUDGMENT INTEREST OR ATTORNEYS' FEES OR COSTS.

In witness whereof the parties have executed this agreement, by their duly authorized officers as of the dates stated below.

CORDIS CORPORATION

By: John C. Springer
Name: JOHN C. SPRINGER
Title: V.P., SALES & MARKETING

Date: 12/11/02

ENDOVASCULAR TECHNOLOGIES, INC.

SB
10/24/02
By: Beverly Muss
Name: BEVERLY MUSS
Title: PRESIDENT

Date: 10/22/02

ADVANCED CARDIOVASCULAR SYSTEMS, INC.

By: Tom R. Peterson
Name: Tom R. Peterson
Title: VP and General Counsel

Date: 10/23/2002

SCHEDULE 1

<u>Country</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Applic. #</u>	<u>Reg. Date</u>	<u>Reg. #</u>
Benelux	SLALOM	10/31/00	977,066	10/31/00	690,224
European Union	SLALOM	11/2/00	1,934,983		
France	SLALOM	11/2/00	00/3061965		
Germany	SLALOM	11/2/00	300 80 738	10/18/01	300 80 738
Italy	SLALOM	12/14/00	MI200C		
Japan	SLALOM	11/9/00	2000-121467		
United States	SLALOM	9/27/00	76/139,391		

ATTACHMENT A

GENERAL TRADEMARK ASSIGNMENT

WHEREAS, ENDOVASCULAR TECHNOLOGIES, INC., a Delaware corporation, having its place of business at 1525 O'Brien Drive, Menlo Park, California 94025 and ADVANCED CARDIOVASCULAR SYSTEMS, INC., a California corporation with its place of business at 3200 Lakeside Drive, Santa Clara, California 95054 (hereinafter called "Assignors"), have obtained registrations of, or have filed applications to register, and have used the SLALOM trademark in various countries (hereinafter "Trademark"); and

WHEREAS, CORDIS CORPORATION., a Florida Corporation, having its place of business at 14201 NW 60th Avenue, Miami Lakes, Florida 33014 (hereinafter called "Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Trademark; and

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby assign and transfer unto Assignee, and Assignee does hereby accept, all of Assignors' rights, title and interest in and to the Trademark in all countries where such rights exist together with the goodwill of the business symbolized by the Trademark. Assignors undertake within two years hereof to duly execute, or have duly executed by its subsidiaries or affiliates, any further documents reasonably necessary to record the transfer of title effected hereby, as prepared by Assignee at Assignee's sole cost and expense.

IN WITNESS WHEREOF, Assignors and Assignee have caused these presents to be executed by their duly authorized officers or agents on this 22nd day of October, 2002.

ASSIGNOR: ENDOVASCULAR TECHNOLOGIES, INC.

BY: Burly Hess

TITLE: PRESIDENT

NOTARIZATION:

State of CALIFORNIA

County of SAN MATEO

On OCT. 22, 2002 before me, RICHARD E. WADLEY - NOTARY PUBLIC

personally appeared BEVERLY HUSS

personally known to me • OR • proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Richard E. Wadley
SIGNATURE OF NOTARY

ASSIGNOR: ADVANCED CARDIOVASCULAR SYSTEMS, INC.

BY: DAIA

TITLE: Vice President, Secretary and General Counsel

NOTARIZATION: SEE ATTACHED DOCUMENT

ASSIGNEE: CORDIS CORPORATION

BY: John C. Springer

TITLE: V.P., SALES + MARKETING

NOTARIZATION: *Judith E. Ravich*
Judith E. Ravich

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires *12/10/05 JER*
7/23/06

40527886.2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SANTA CLARA

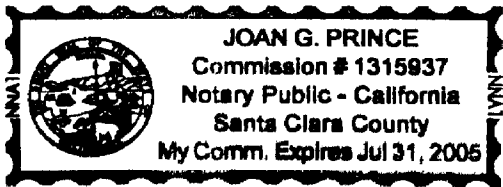
} ss.

On October 23, 2002, before me, Joan G. Prince, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Tom R. Peterson
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Joan G. Prince
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

