

11/6/03

11-12-2003



102597942

TRADEMARK
4128-0106T



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDING OF ASSIGNMENT

Honorable Commissioner of Trademarks
P.O. Box 1450
Alexandria, VA 22313-1450

November 6, 2003

Sir:

Please record the attached original documents or copy thereof.

1. Name of Conveying Party(ies):

RICHARD C. DAVIS, MD (UNITED STATES CITIZEN)
4522 Cheval Blvd.
Tampa, Florida 33558

- Individual
- General Partnership
- Corporation-
- Other
- Association
- Limited Partnership

2. Name and address of receiving party(ies):

VASCULAR SCIENCES CORPORATION
612 Florida Avenue
Palm Harbor, FL

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation Delaware, US
- Other

11/10/2003 BYRNE 00000150 2207351

01 FC:0521 3. Nature of Conveyance: 40.00.00

- Assignment
- Merger
- Other -
- Security Agreement
- Change of Name

Execution Date: November 4, 2003

TRADEMARK
REEL: 002860 FRAME: 0522

4. Application number(s) or registration number(s):

A. Trademark Application No(s):

B. Trademark Registration No(s):

"RHEOTHERAPY"

Reg. No. 2,207,551

December 1, 1998

5. Name and address of party to whom correspondence concerning document should be mailed:

Birch, Stewart, Kolasch & Birch, LLP
P.O. Box 747
Falls Church, VA 22040-0747
(703)205-8000

6. Total number of applications and registrations involved:

7. X The recording fee in the amount of \$40.00 is attached hereto.

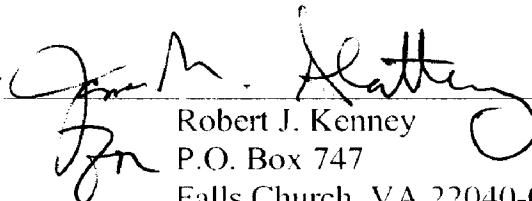
8. Please charge Deposit Account No. 02-2448 in the amount of \$_____. A duplicate copy of this request is enclosed.

9. X The Commissioner is hereby authorized to charge any fees under 37 C.F.R. 2.6 which may be required, or credit any overpayment to Deposit Account No. 02-2448.

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.

Respectfully submitted,

BIRCH, STEWART, KOLASCH & BIRCH, LLP

By 

Robert J. Kenney
P.O. Box 747
Falls Church, VA 22040-0747
(703)205-8000

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET,
ATTACHMENTS, AND DOCUMENT: 5

TRADEMARK ASSIGNMENT

This Trademark Assignment is made on this 4th day of November, 2003 by and between Richard C. Davis, MD, an individual United States citizen having an address of 4522 Cheval Blvd, Tampa, Florida 33558, (hereinafter "Assignor"), and Vascular Sciences Corporation, a corporation organized and existing under the laws of Delaware having its principal place of business at 612 Florida Avenue, Palm Harbor FL, the United States of America, (hereinafter "Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademark RHEOTHERAPY listed on the attached Schedule A ("the Mark"), and the registration therefor, Reg. No. 2207551, together with the goodwill developed through use of the Mark; and

WHEREAS, Assignee is desirous of acquiring all rights to the Mark, and the United States federal trademark registration therefor;

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

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee:

(a) all right, title and interest in and to the Mark and the goodwill appurtenant thereto, and

(b) the right to bring suit and recover for damages and profits for past infringements thereof.

2. Further Assurances.

(a) Assignor agrees to execute and deliver at a future date any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership of the Mark.

(b) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any country within which Assignor has trademark registrations, to issue and to record the title of Assignee as owner of all right, title and interest in and to the Mark, together with the goodwill developed through use of the Mark.

3. Amendment. No modification or amendment of any provision of this Assignment shall be valid unless in writing and executed by all parties to this Agreement.

4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which shall constitute one and the same agreement.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective.

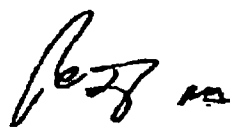
7. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts executed and performed entirely within the State of New York, without giving effect to any choice of law or conflict of law (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date hereof.


RICHARD C. DAVIS



VASCULAR SCIENCES CORPORATION

By: 

Title: Richard C. Davis, MD
Chief Science Officer



John Cornish
Director

SCHEDULE A
TO THE TRADEMARK ASSIGNMENT
BETWEEN RICHARD C. DAVIS AND
VASCULAR SCIENCES CORPORATION
DATED: As of November 4, 2003

TRADEMARKS (FEDERAL)

| Trademark | Reg. /Serial No. | Status |
|------------------|-------------------------|-----------------------|
| RHEOTHERAPY | 2207551 | REGISTERED 12/1/98 |

1-NY/1257388.2