

02-09-2004



102664482 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Vasconnet, Inc. 2.4-04
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Datascope Corp.
Internal
Address:
Street Address: 14 Philips Parkway
City: Montvale State: NJ Zip: 07645
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other UCC Financing Statement
Execution Date: October 2, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/246811
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John P. Moran, Esq.
Internal Address: Suite 300
Street Address: 3000 K Street, N.W.
City: Washington State: DC Zip: 20007

7. Total fee (37 CFR 3.41).....\$ 40.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
19-5127, Order No. 20238.0000

DO NOT USE THIS SPACE

9. Signature.
John P. Moran, Reg. No. 30,906
Name of Person Signing
Signature
February 4, 2004
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/06/2004 LMUELLER 00000085 195127 76246811
01 FD:8521 40.00 DA

TRADEMARK REEL: 002909 FRAME: 0937

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE  
 U.C.C. FILING SECTION  
 FILED 02:08 PM 10/02/2003  
 INITIAL FILING NUM: 3256463 4  
 AMENDMENT NUMBER: 0000000  
 SRV: 030635765

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**CSC Corporation Service Company®**  
 P.O. Box 591  
 Wilmington, DE 19899  
 (800) 927-9800

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
 Vasconnect, Inc.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS  
 1440 Maria Lane, Suite 250

CITY Walnut Creek	STATE CA	POSTAL CODE 94596	COUNTRY USA
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1d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any DE 3165089	<input type="checkbox"/> NONE
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2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
 Datascope Corp.

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS  
 14 Philips Parkway

CITY Montvale	STATE NJ	POSTAL CODE 07645	COUNTRY USA
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4. This FINANCING STATEMENT covers the following collateral:

See COLLATERAL DESCRIPTION attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

**NAME OF DEBTOR ON RELATED FINANCING STATEMENT**

Vasconnect, Inc.

**COLLATERAL DESCRIPTION**

"Collateral" means all of Debtor's right, title and interest in and under or arising out of each and all of the following:

All personal property and fixtures of Debtor of any type or description, wherever located and now existing or hereafter arising or acquired, including, but not limited, to the following:

(a) all of Debtor's goods including, without limitation:

(i) all inventory, whether raw materials, in process or finished, all materials and equipment usable in processing the same and all documents of title covering any inventory (all of the foregoing, "Inventory"), included, without limitation, all Inventory located at the locations listed on Schedule 1 hereto;

(ii) all equipment (the "Equipment") employed in connection with Debtor's business, together with all present and future additions, attachments and accessions thereto and all substitutions therefor and replacements thereof, included, without limitation, all Equipment located at the locations listed on Schedule 1 hereto;

(b) all of Debtor's present and future accounts, accounts receivable, general intangibles, contracts and contract rights (herein sometimes referred to collectively, as "Receivables"), including, but not limited to, Debtor's rights (including, without limitation, rights to payment) under all contracts and agreements of Debtor (collectively, the "Assigned Agreements"), together with

(i) all claims, rights, powers or privileges and remedies of Debtor relating thereto or arising in connection therewith including, without limitation, all rights of Debtor to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval, together with full power and authority to demand, receive, enforce, collect or receipt for any of the foregoing or any property which is the subject of the Assigned Agreements, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the sole and absolute opinion of Secured Party) may be necessary or advisable in connection with any of the foregoing,

(ii) all liens, security, guaranties, endorsements, warranties and indemnities and all insurance and claims for insurance relating thereto or arising in connection therewith,

(iii) all rights to property forming the subject matter of the Receivables including, without limitation, rights to stoppage in transit and rights to returned or repossessed property,

(iv) all writings relating thereto or arising in connection therewith including, without limitation, all notes, contracts, security agreements, guaranties, chattel paper and other evidence of indebtedness or security, all powers-of-attorney, all books, records, ledger

**NAME OF DEBTOR ON RELATED FINANCING STATEMENT**

Vasconnect, Inc.

cards and invoices, all credit information, reports or memoranda and all evidence of filings or registrations relating thereto,

(v) all catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by Debtor in, on or about any of Debtor's plants or warehouses, all sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants, and all accounting information pertaining to operations in, on or about any of its plants, and all media in which or on which any of the information or knowledge or data is stored or contained, and all computer programs used for the compilation or printout of such information, knowledge, records or data, and

(vi) all accounts, contract rights, general intangibles and other property rights of any nature whatsoever arising out of or in connection with the foregoing, including, without limitation, payments due and to become due, whether as repayments, reimbursements, contractual obligations, indemnities, damages or otherwise;

(c) all Investment Property (as defined in Article 9 of the Uniform Commercial Code of the State of Delaware) of Debtor;

(d) all Intellectual Property (as defined on Exhibit A annexed hereto) of Debtor;

(e) all other personal property of Debtor of any nature whatsoever, including, without limitation, all accounts, bank accounts, deposits, credit balances, contract rights, inventory, general intangibles, goods, equipment, instruments, chattel paper, machinery, furniture, furnishings, fixtures, tools, supplies, appliances, plans and drawings, together with all customer and supplier lists and records of the business, and all property from time to time described in any financing statement naming Secured Party as secured party; and

(f) all additions, accessions, replacements, substitutions or improvements and all products and proceeds including, without limitation, proceeds of insurance, of any and all of the Collateral described in clauses (a) through (e) hereof.

**NAME OF DEBTOR ON RELATED FINANCING STATEMENT**

Vasconnect, Inc.

**SCHEDULE 1**

**LOCATION OF CERTAIN INVENTORY AND EQUIPMENT COLLATERAL**

**Current place(s) of business of Debtor:**

**Vasconnect, Inc.**

**1440 Maria Lane, Suite 250**

**Walnut Creek, California 94596**

438387v1

**NAME OF DEBTOR ON RELATED FINANCING STATEMENT**

Vasconnect, Inc.

**EXHIBIT A**

**INTELLECTUAL PROPERTY**

For the purposes hereof, "Intellectual Property" shall mean:

**I. Copyright Security.**

(a) each Copyright, Copyright registration and Copyright application;

(b) each Copyright License; and

(c) all products and proceeds of the foregoing, including, without limitation, accounts receivable, license royalties, any claim by Debtor against third parties for past, present or future infringement or dilution of any Copyright or Copyright registration and any Copyright licensed under any Copyright License, or for injury to the goodwill associated with any Copyright, Copyright Registration or Copyright licensed under any Copyright License.

**II. Trademark Security.**

(a) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration or any Trademark License, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

**III. Patent Security.**

(a) each Patent and Patent application;

(b) each Patent License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any Patent.

As used herein, the following terms shall have the meanings set forth below.

(a) "Computer Program" means a "computer program" as defined in the Copyright Act.

**NAME OF DEBTOR ON RELATED FINANCING STATEMENT**

Vasconnect, Inc.

(b) "Copyright Act" means Title 17 of the United States Code, 17 U.S.C. § 101, et seq., as the same may hereafter be amended, modified or supplemented.

(c) "Copyright License" means any written agreement now or hereafter in existence granting to Debtor any right to use any Copyright.

(d) "Copyrights" means all of the following: (i) all copyrights of Debtor entitled to protection under the Copyright Act and all rights of Debtor in, to and under original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, including, but not limited to, literary works, musical works (including, without limitation, any accompanying words), dramatic works (including, without limitation, any accompanying music), pictorial, graphic and sculptural works, sound recordings, motion pictures and other audiovisual works, architectural works, Computer Programs, collective works, compilations, rights in work for hire, works of visual art, and joint works, and all general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office ("Copyright Office") or United States Register of Copyrights ("Register") or in any similar office or agency of the United States, any State, territory or political subdivision thereof or any other country or any political subdivision thereof; (ii) all Copyright Licenses; (iii) all reissues, extensions or renewals thereof; and (iv) all proceeds of and rights associated with the foregoing including, without limitation, accounts receivable, license royalties and any claim by Debtor against third parties for past, present or future infringement or dilution of any Copyright, Copyright registration or Copyright License, or for any injury to the goodwill associated with the use of any such Copyright or for breach or enforcement of any Copyright License.

(e) "Patent License" means any written agreement now or hereafter in existence granting to Debtor any right to practice any process or invention on which a Patent is in existence.

(f) "Patents" means all the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office ("PTO") or in any similar office or agency of the United States, any State, territory or political subdivision thereof or any other country or any political subdivision thereof; (ii) all Patent Licenses; (iii) all reissues, continuations, continuations-in-part extensions, renewals and re-examinations thereof; and (iv) all proceeds of, and rights associated with, the foregoing (including, without limitation, license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any Patent or patent application and for breach or enforcement of any Patent License, and all rights corresponding thereto throughout the world.

(g) "Trademark License" means any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark.

**NAME OF DEBTOR ON RELATED FINANCING STATEMENT**

Vasconnect, Inc.

(h) "Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the PTO or in any similar office or agency of the United States, any State, territory or political subdivision thereof or any other country or any political subdivision thereof, including, without limitation, those described on Schedule 1; (ii) all Trademark Licenses; (iii) all reissues, extensions or renewals thereof; (iv) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clauses (i) and (ii) hereof; and (v) all proceeds of and rights associated with the foregoing including license royalties and any claim by Debtor against third parties for past, present or future infringement of dilution of any Trademark, Trademark registration or Trademark License, including, without limitation, any Trademark, Trademark registration or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License.



## SECURITY AGREEMENT

SECURITY AGREEMENT ("Agreement"), dated as of October 2, 2003, by and between VASCONNECT, INC., a Delaware corporation ("Debtor"), and DATASCOPE CORP., a Delaware corporation ("Secured Party");

### W I T N E S E T H :

WHEREAS, Secured Party has agreed to extend a loan (the "Loan") to Debtor of \$150,000 pursuant to a Note Purchase and Option Agreement, dated as of the date hereof, by and between Debtor and Secured Party (the "Note Purchase Agreement");

WHEREAS, the Loan is evidenced by a Senior Demand Promissory Note made by Debtor to Secured Party in the principal amount of \$150,000 (the "Note"); and

WHEREAS, it is a condition to the extension of the Loan by Secured Party that Debtor enter into this Agreement and grant to Secured Party the security interest provided for herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

Section 1. Terms. Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings specified therefor in the Note Purchase Agreement. As used herein, the following terms shall have the meanings specified and shall include in the singular number the plural and in the plural number the singular:

"Assigned Agreements" shall mean all contracts and agreements of Debtor.

"Collateral" means all of Debtor's right, title and interest in and under or arising out of each and all of the following:

All personal property and fixtures of Debtor of any type or description, wherever located and now existing or hereafter arising or acquired, including, but not limited, to the following:

(a) all of Debtor's goods including, without limitation:

(i) all inventory, whether raw materials, in process or finished, all materials and equipment usable in processing the same and all documents of title covering any inventory (all of the foregoing, "Inventory"), included, without limitation, all Inventory located at the locations listed on Schedule 1 hereto;

(ii) all equipment (the "Equipment") employed in connection with Debtor's business, together with all present and future additions, attachments and accessions thereto and all substitutions therefor and replacements thereof, included, without limitation, all Equipment located at the locations listed on Schedule 1 hereto;

(b) all of Debtor's present and future accounts, accounts receivable, general intangibles, contracts and contract rights (herein sometimes referred to collectively, as "Receivables"), including, but not limited to, Debtor's rights (including, without limitation, rights to payment) under all Assigned Agreements, together with

(i) all claims, rights, powers or privileges and remedies of Debtor relating thereto or arising in connection therewith including, without limitation, all rights of Debtor to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval, together with full power and authority to demand, receive, enforce, collect or receipt for any of the foregoing or any property which is the subject of the Assigned Agreements, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which (in the sole and absolute opinion of Secured Party) may be necessary or advisable in connection with any of the foregoing,

(ii) all liens, security, guaranties, endorsements, warranties and indemnities and all insurance and claims for insurance relating thereto or arising in connection therewith,

(iii) all rights to property forming the subject matter of the Receivables including, without limitation, rights to stoppage in transit and rights to returned or repossessed property,

(iv) all writings relating thereto or arising in connection therewith including, without limitation, all notes, contracts, security agreements, guaranties, chattel paper and other evidence of indebtedness or security, all powers-of-attorney, all books, records, ledger cards and invoices, all credit information, reports or memoranda and all evidence of filings or registrations relating thereto,

(v) all catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by Debtor in, on or about any of Debtor's plants or warehouses, all sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants, and all accounting information pertaining to operations in, on or about any of its plants, and all media in which or on which any of the information or knowledge or data is stored or contained, and all computer programs used for the compilation or printout of such information, knowledge, records or data, and

(vi) all accounts, contract rights, general intangibles and other property rights of any nature whatsoever arising out of or in connection with the foregoing, including, without limitation, payments due and to become due, whether as repayments, reimbursements, contractual obligations, indemnities, damages or otherwise;

(c) all Investment Property (as hereinafter defined) of Debtor;

(d) all Intellectual Property (as hereinafter defined) of Debtor;

(e) all other personal property of Debtor of any nature whatsoever, including, without limitation, all accounts, bank accounts, deposits, credit balances, contract rights,

inventory, general intangibles, goods, equipment, instruments, chattel paper, machinery, furniture, furnishings, fixtures, tools, supplies, appliances, plans and drawings, together with all customer and supplier lists and records of the business, and all property from time to time described in any financing statement naming Secured Party as secured party; and

(f) all additions, accessions, replacements, substitutions or improvements and all products and proceeds including, without limitation, proceeds of insurance, of any and all of the Collateral described in clauses (a) through (e) hereof.

“Instrument” shall have the meaning specified in Article 3 of the Uniform Commercial Code of the State of Delaware (“UCC”), and shall also include any other writing which evidences a right to the payment of money and is not itself a security agreement or lease and is of a type which is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment .

“Investment Property” shall have the meaning specified in Article 9 of the UCC.

“Intellectual Property” shall have the meaning set forth on Exhibit A annexed hereto.

“Person” means any natural person, corporation, limited liability company, firm, association, partnership, joint venture, joint-stock company, trust, unincorporated organization, government, governmental agency or subdivision, or any other entity, whether acting in an individual, fiduciary or other capacity.

“Receivables” has the meaning specified therefor in clause (ii) of the definition of Collateral.

“Secured Obligations” means the principal of, and interest on, the Note and all other obligations of Debtor, whether for fees, expenses or otherwise, now existing or hereafter arising under this Agreement, the Note, the Note Purchase Agreement, the other Transaction Documents and any other document executed by Debtor in connection with any of the foregoing.

Section 2. Security Interests. As security for the payment and performance of all Secured Obligations, Debtor does hereby grant, pledge and assign to Secured Party a continuing security interest in all of the Collateral, whether now existing or hereafter arising or acquired and wherever located.

Section 3. General Representations, Warranties and Covenants. Debtor represents, warrants and covenants, which representations, warranties and covenants shall survive execution and delivery of this Agreement, as follows:

(a) This Agreement is made with full recourse to Debtor and pursuant to and upon all the warranties, representations, covenants, and agreements on the part of Debtor contained herein, in the Note Purchase Agreement and in any other Transaction Documents and otherwise made in writing in connection herewith or therewith.

(b) Except for the security interest of Secured Party therein and other security interests listed on Schedule 2.4 to the Note Purchase Agreement, Debtor is, and as to Collateral

acquired from time to time after the date hereof Debtor shall be, the owner of all the Collateral free from any lien, security interest, encumbrance or other right, title or interest of any Person and Debtor shall defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to Secured Party.

(c) Except with respect to the security interests set forth on Schedule 2.4 to the Note Purchase Agreement, there is no financing statement (or similar statement or instrument of registration under the law of any jurisdiction) now on file or registered in any public office covering any interest of any kind in the Collateral, or intended to cover any such interest, which has not been terminated or released by Secured Party named therein and so long as the Note remains in effect or any of the Secured Obligations of Debtor remain unpaid, Debtor shall not execute and there shall not be on file in any public office any financing statement (or similar statement or instrument of registration under the law of any jurisdiction) or statements relating to the Collateral, except financing statements filed or to be filed in respect of and covering the security interest of Secured Party hereby granted and provided for.

(d) The chief executive office and chief place of business of Debtor is located at the address of Debtor listed on the signature page hereof, and Debtor shall not move Debtor's chief executive office and chief place of business except to such new location as Debtor may establish in accordance with the last sentence of this Section 3(d). The State of organization of Debtor is the State of Delaware and Debtor shall not move Debtor's state of organization except to such new location as Debtor may establish in accordance with the last sentence of this Section 3(d). The originals of all Assigned Agreements and all documents (as well as all duplicates thereof) evidencing all Receivables and all other contract rights or accounts and other property of Debtor and the only original books of account and records of Debtor relating thereto are, and shall continue to be, kept at such chief executive office or at such new location as Debtor may establish in accordance with the last sentence of this Section 3(d). Debtor shall establish no such new location or new state of organization until (i) Debtor shall have given to Secured Party not less than thirty (30) days' prior written notice of Debtor's intention to do so, clearly describing such new location or new state of organization and providing such other information in connection therewith as Secured Party may reasonably request, and (ii) with respect to such new location or new state of organization Debtor shall have taken such action, satisfactory to Secured Party (including, without limitation, all action required by Section 7 hereof), to maintain the security interest of Secured Party in the Collateral intended to be granted at all times fully perfected and in full force and effect.

(e) The name of Debtor is as set forth on the signature page hereto and Debtor shall not change such name, conduct Debtor's business in any other name or take title to the Collateral in any other name while this Agreement remains in effect. Debtor has never had any name, or conducted business under any name in any jurisdiction, other than Debtor's name set forth on the signature page hereto, during the past six years other than as set forth in Schedule 2 annexed hereto.

(f) At Debtor's sole cost and expense, Debtor shall: (i) keep the Collateral (including, without limitation, the Equipment and Inventory) fully insured at all times against loss or damage by fire and extended coverage risks, casualties and contingencies of the kind customarily carried by other entities engaged in the same or similar businesses similarly situated

(but including in any event public liability, product liability and business interruption insurance) and keep adequate insurance at all times against liability on account of damage to persons and properties and under all applicable workers' compensation laws, all such insurance to be provided by insurers and in amounts acceptable to Secured Party, for the benefit of Debtor and Secured Party, (ii) upon request by Secured Party, promptly deliver the insurance policies or certificates or evidences thereof to Secured Party, and (iii) keep the Collateral in good condition at all times (normal wear and tear excepted) and maintain same in accordance with all manufacturer's specifications and requirements. Upon any failure of Debtor to comply with Debtor's obligations pursuant to this Section 3(f), Secured Party may (but shall have no obligation) at Secured Party's option, and without affecting any of Secured Party's other rights or remedies provided herein or as a secured party under the UCC, procure the insurance protection Secured Party deems necessary and/or cause repairs or modifications to be made to the Collateral and the cost of either or both of which shall be a lien against the Collateral added to the amount of the indebtedness secured hereby and payable on demand with interest at a rate per annum equal to the default rate of interest in effect under the Note from time to time.

(g) Debtor shall not use the Collateral or any part thereof in violation of any statute or ordinance or applicable insurance policy and will promptly pay all taxes and assessments levied against the Collateral.

(h) Debtor shall not sell, transfer, change the registration, if any, dispose of, attempt to dispose of, substantially modify or abandon the Collateral or any part thereof other than as provided in the Note Purchase Agreement, unless such disposed of, modified or abandoned Collateral is replaced with collateral of equal or greater value.

(i) Debtor shall not assert against Secured Party any claim or defense which Debtor may have against any seller of the Collateral or any part thereof or against any other Person with respect to the Collateral or any part thereof.

(j) Debtor shall indemnify and hold Secured Party harmless from and against any loss, liability, damage, costs and expenses whatsoever arising from Debtor's use, operation, ownership and/or possession of the Collateral or any part thereof.

Section 4. Debtor shall not enter into any agreement that is inconsistent with Debtor's obligations under this Agreement without the prior written consent of Secured Party.

Section 5. Financing Statements; Documentary Stamp Taxes. (a) Debtor shall, at Debtor's sole cost and expense, make, execute, endorse, acknowledge, file and/or deliver to Secured Party from time to time such lists, descriptions and designations of Inventory, warehouse receipts, bills of lading, documents of title, vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take such further steps relating to the Collateral and other property or rights covered by the security interest hereby granted, which Secured Party deems appropriate or advisable to perfect, preserve or protect Secured Party's security interest in the Collateral. Debtor hereby knowingly, voluntarily, intentionally, unconditionally and irrevocably constitutes Secured Party Debtor's attorney-in-fact to execute and file in the name and on behalf of Debtor such additional financing statements as

Secured Party may request, such acts of such attorney being hereby ratified and confirmed. Such power, being coupled with an interest, is irrevocable until the Secured Obligations are paid in full. Further, to the extent permitted by applicable law, Debtor authorizes Secured Party to file any such financing statements without the signature of Debtor. Debtor shall pay all applicable filing fees and related expenses in connection with any such financing statements.

(b) Debtor agrees to procure, pay for, affix to any and all documents and cancel any documentary tax stamps required by and in accordance with applicable law and Debtor shall indemnify and hold Secured Party harmless from and against any and all liability (including, without limitation, interest and penalties) in respect of such documentary stamp taxes.

Section 6. Special Provisions Concerning Remedies and Sale. In addition to any rights and remedies now or hereafter granted under applicable law and not by way of limitation of any such rights and remedies, upon the occurrence of an Event of Default, Secured Party shall have all of the rights and remedies of a secured party under the UCC as enacted in any applicable jurisdiction in addition to the rights and remedies provided herein, in the Note Purchase Agreement and in any other Transaction Document. Without in any way limiting the foregoing, upon the giving of notice to Debtor of Secured Party's intent to pursue any one or all of the following or any other remedies:

(a) Secured Party shall have the right, without further notice to, or assent by, Debtor, in the name of Debtor or in the name of Secured Party or otherwise:

(i) to ask for, demand, collect, receive, compound and give acquittance for the Receivables or any part thereof;

(ii) to extend the time of payment of, compromise or settle for cash, credit or otherwise, and upon any terms and conditions, any of the Receivables;

(iii) to endorse the name of Debtor on any checks, drafts or other orders or instruments for the payment of moneys payable to Debtor which shall be issued in respect of any Receivable;

(iv) to file any claims, commence, maintain or discontinue any actions, suits or other proceedings deemed by Secured Party necessary or advisable for the purpose of collecting or enforcing payment of any Receivable;

(v) to make test verifications of the Receivables or any portion thereof;

(vi) to notify any or all account debtors under any or all of the Receivables to make payment thereof directly to Secured Party for the account of Secured Party and to require Debtor to forthwith give similar notice to the account debtors;

(vii) to require Debtor forthwith to account for and transmit to Secured Party in the same form as received all proceeds (other than physical property) of collection of Receivables received by Debtor and, until so transmitted, to hold the same in trust for Secured Party and not commingle such proceeds with any other funds of Debtor;

(viii) to take possession of any or all of the Collateral and, for that purpose, to enter, with the aid and assistance of any Person or Persons and with or without legal process, any premises where the Collateral, or any part thereof, are, or may be, placed or assembled, and to remove any of such Collateral;

(ix) to execute any instrument and do all other things necessary and proper to protect and preserve and realize upon the Collateral and the other rights contemplated hereby;

(x) upon notice to such effect, to require Debtor to deliver, at Debtor's sole cost and expense, any or all Collateral to Secured Party at a place designated by Secured Party and after delivery thereof Debtor shall have no further claim to or interest in the Collateral; and

(xi) without obligation to resort to other security, at any time and from time to time, to sell, re-sell, assign and deliver all or any portion of the Collateral, in one or more parcels at the same or different times, and all right, title, interest, claim and demand therein and right of redemption thereof, at public or private sale, for cash, upon credit or for future delivery, and at such price or prices and on such terms as Secured Party may determine, in Secured Party's sole and absolute discretion, with the amounts realized from any such sale to be applied to the Secured Obligations in the manner determined by Secured Party.

Debtor hereby acknowledges and agrees that all of the foregoing may be effected without demand, advertisement or notice (except as otherwise provided herein or as may be required by law), all of which (except as otherwise provided) are hereby expressly waived, to the extent permitted by law. Secured Party shall not be obligated to do any of the acts hereinabove authorized, but in the event that Secured Party elects to do any such act, Secured Party shall not be responsible to Debtor except for Secured Party's gross negligence or willful misconduct.

(b) Secured Party may take legal proceedings for the appointment of a receiver or receivers (to which Secured Party shall be entitled as a matter of right) to take possession of the Collateral pending the sale thereof pursuant either to the powers of sale granted by this Agreement or to a judgment, order or decree made in any judicial proceeding for the foreclosure or involving the enforcement of this Agreement. If, after the exercise of any or all of such rights and remedies, any of the Secured Obligations shall remain unpaid, Debtor shall remain liable for any deficiency. After termination of this Agreement and the Note Purchase Agreement and the indefeasible payment in full in cash of the Secured Obligations, any proceeds of the Collateral received or held by Secured Party shall be turned over to Debtor and the Collateral shall be reassigned to Debtor by Secured Party without recourse to Secured Party and without any representations, warranties or agreements of any kind.

(c) Upon any sale of any of the Collateral, whether made under the power of sale hereby given or under judgment, order or decree in any judicial proceeding for the foreclosure or involving the enforcement of this Agreement:

(i) Secured Party may, to the extent permitted by law, bid for and purchase the property being sold, and upon compliance with the terms of sale may hold, retain

and possess and dispose of such property in Secured Party's sole and absolute right without further accountability, and may, in paying the purchase money therefor, deliver any note or claims for interest thereon and any other instruments evidencing the Secured Obligations or agree to the satisfaction of all or a portion of the Secured Obligations in lieu of cash in payment of the amount which shall be payable thereon, and the Note and such instruments, in case the amounts so payable thereon shall be less than the amount due thereon, shall be returned to Secured Party after being appropriately stamped to show partial payment;

(ii) Secured Party may make and deliver to the purchaser or purchasers a good and sufficient deed, bill of sale and instrument of assignment and transfer of the property sold;

(iii) Secured Party is hereby knowingly, voluntarily, intentionally, unconditionally and irrevocably appointed by Debtor the true and lawful attorney-in-fact of Debtor in Debtor's name and stead, to make all necessary deeds, bills of sale and instruments of assignment and transfer of the property thus sold and for such other purposes as are necessary or desirable to effectuate the terms and provisions (including, without limitation, this Section 6) of this Agreement, and for that purpose, Secured Party may execute and deliver all necessary deeds, bills of sale and instruments of assignment and transfer, and may substitute one or more Persons with like power, Debtor hereby knowingly, voluntarily, intentionally, unconditionally and irrevocably ratifying and confirming all that Debtor's said attorney, or such substitute or substitutes, shall lawfully do by virtue hereof; but if so requested by Secured Party or by any purchaser, Debtor shall ratify and confirm any such sale or transfer by executing and delivering to Secured Party or to such purchaser immediately upon request therefor all property, deeds, bills of sale, instruments or assignment and transfer and releases as may be designated in any such request;

(iv) all right, title, interest, claim and demand whatsoever, either at law or in equity or otherwise, of Debtor of, in and to the property so sold shall be divested; such sale shall be a perpetual bar both at law and in equity against Debtor, Debtor's successors and assigns, and against any and all Persons claiming or who may claim the property sold or any part thereof from, through or under Debtor, or Debtor's successors or assigns;

(v) the receipt of Secured Party or of the officer thereof making such sale shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money, and such purchaser or purchasers, and his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of Secured Party or of such officer therefor, be obliged to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof; and

(vi) to the extent that Debtor may lawfully do so, and subject to any legal requirement that Secured Party act in a commercially reasonable manner, Debtor covenants and agrees that Debtor shall not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption laws, or any law permitting Debtor to direct the order in which the Collateral or any part thereof shall be sold, now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance or enforcement of this Agreement, the Note Purchase



Agreement, the Note, or any other Transaction Document, and Debtor hereby knowingly, voluntarily, intentionally, unconditionally and irrevocably waives all benefit or advantage of any such laws and covenants and agrees that Debtor shall not hinder, delay or impede the execution of any power granted or delegated to Secured Party in this Agreement, but shall suffer and permit the execution of every such power as though no such laws were in force. In the event of any sale of Collateral pursuant to this Section, Secured Party shall, at least ten (10) days before such sale, give Debtor notice of Secured Party's intention to sell, except that, if Secured Party shall determine, in Secured Party's sole and absolute discretion, that any of the Collateral threatens to decline speedily in value, any such sale may be made upon three (3) days' notice to Debtor.

Section 7. Application of Moneys. (a) All moneys which Secured Party shall receive, in accordance with the provisions hereof, shall be applied (to the extent thereof) in the following manner: First, to the payment of all costs and expenses incurred in connection with the administration and enforcement of, or the preservation of any rights under, this Agreement or any of the reasonable expenses and disbursements of Secured Party (including, without limitation, the fees and disbursements of Secured Party's counsel and agents); Second, to the payment of all Secured Obligations arising out of the Note, the Note Purchase Agreement or any of the other Transaction Documents in such order as Secured Party may determine; and Third, to the payment of all other Secured Obligations in such order as Secured Party may determine.

(b) If after applying any amounts which Secured Party has received in respect of the Collateral any of the Secured Obligations remain unpaid, Debtor shall continue to be liable for any deficiency, together with interest at the default rate under the Note.

Section 8. Fees and Expenses, etc. Any and all fees, costs and expenses of whatever kind or nature, including, but not limited to, the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with this Agreement, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees and disbursements, maintenance fees, fees and other costs relating to the encumbrances or otherwise protecting, maintaining, preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Debtor on demand of Secured Party and if not paid within five (5) business days of demand shall be added to the principal amount of the Secured Obligations and shall bear interest at the default rate under the Note. In addition, Debtor shall pay, and indemnify and hold Secured Party harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the Collateral, including, without limitation, claims of patent, copyright or trademark infringement and any claim of unfair competition or anti-trust violation.

Notices. All notices and communications ("collectively, "Notices") hereunder shall be made in the manner set forth in the Note Purchase Agreement.

Section 9. Miscellaneous. (a) No delay on the part of Secured Party in exercising any of Secured Party's rights, remedies, powers and privileges hereunder or partial or single exercise thereof, shall constitute a waiver thereof. None of the terms and conditions of this Agreement

may be changed, waived, modified or varied in any manner whatsoever unless in writing and duly signed by Debtor and Secured Party. No notice to or demand on Debtor in any case shall entitle Debtor to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of Secured Party to any other or further action in any circumstances without notice or demand.

(b) The obligations of Debtor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Debtor; (ii) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of the Note Purchase Agreement, this Agreement, the other Transaction Documents, any other agreement executed in connection with the Note Purchase Agreement whereby Debtor has granted any lien or security interest to Secured Party or any other agreement executed in connection with any of the foregoing, the Secured Obligations or any security for any of the Secured Obligations; or (iii) any amendment to or modification of any of the foregoing; whether or not Debtor shall have notice or knowledge of any of the foregoing. The rights and remedies of Secured Party herein provided are cumulative and not exclusive of any rights or remedies which Secured Party would otherwise have.

(c) This Agreement shall be binding upon Debtor and Debtor's successors and permitted assigns and shall inure to the benefit of Secured Party and Secured Party's successors and assigns, except that Debtor may not transfer or assign any of Debtor's obligations, rights or interest hereunder without the prior written consent of Secured Party and any such purported assignment by Debtor shall be null, void and of no force or effect. All agreements, representations and warranties made herein shall survive the execution and delivery of this Agreement.

(d) The descriptive headings of the several sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(e) Any term, provision, covenant or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining terms, provisions, covenants or conditions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such term, provision, covenant or condition in any other jurisdiction.

(f) All rights, remedies and powers provided by this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and the terms, provisions, covenants or conditions hereof are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered or filed under the provisions of any applicable law.

(g) This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of Delaware

without reference to principles of conflict of laws except to the extent that matters of title, or creation, perfection and priority of the security interests created hereby, or procedural issues of foreclosure, are required to be governed by the laws of the state in which the Debtor, the Collateral, or part thereof, is located. DEBTOR KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM OR OTHER LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY OTHER TRANSACTION DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS IN CONNECTION THEREWITH. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SECURED PARTY'S ENTERING INTO THIS AGREEMENT AND EXTENDING CREDIT TO DEBTOR.

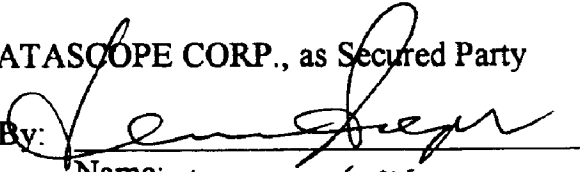
(h) It is expressly agreed, anything herein, or in any of the other Transaction Documents to the contrary notwithstanding, that Debtor shall remain liable to perform all of the obligations, if any, assumed by Debtor with respect to the Collateral and Secured Party shall not have any obligations or liabilities with respect to any Collateral by reason of or arising out of this Agreement, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Debtor under or pursuant to any or in respect of any Collateral.

(i) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts when taken together shall be deemed to constitute one and the same instrument.

(j) This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

DATASCOPE CORP., as Secured Party

By:   
Name: Lawrence Saper  
Title: Chief Executive Officer

VASCONNECT, INC., as Debtor

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

Chief Executive Office and Chief Place of Business:

Vasconnect, Inc.  
1440 Maria Lane, Suite 250  
Walnut Creek, California 94596

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

DATASCOPE CORP., as Secured Party

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

VASCONNECT, INC., as Debtor

By: Joe J. Akon  
Name: Joe J. Akon  
Title: Director

Chief Executive Office and Chief Place of Business:

Vasconnect, Inc.  
1440 Maria Lane, Suite 250  
Walnut Creek, California 94596

SCHEDULE 1

LOCATION OF CERTAIN INVENTORY AND EQUIPMENT COLLATERAL

Current place(s) of business of Debtor:

Vasconnect, Inc.  
1440 Maria Lane, Suite 250  
Walnut Creek, California 94596

SCHEDULE 2

OTHER NAMES UNDER WHICH DEBTOR HAS CONDUCTED BUSINESS:

None.

## EXHIBIT A

### INTELLECTUAL PROPERTY

For the purposes hereof, "Intellectual Property" shall mean:

#### I. Copyright Security.

(a) each Copyright, Copyright registration and Copyright application;

(b) each Copyright License; and

(c) all products and proceeds of the foregoing, including, without limitation, accounts receivable, license royalties, any claim by Debtor against third parties for past, present or future infringement or dilution of any Copyright or Copyright registration and any Copyright licensed under any Copyright License, or for injury to the goodwill associated with any Copyright, Copyright Registration or Copyright licensed under any Copyright License.

#### II. Trademark Security.

(a) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration or any Trademark License, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

#### III. Patent Security.

(a) each Patent and Patent application;

(b) each Patent License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any Patent.

As used herein, the following terms shall have the meanings set forth below.

(a) "Computer Program" means a "computer program" as defined in the Copyright Act.

(b) "Copyright Act" means Title 17 of the United States Code, 17 U.S.C. § 101, et seq., as the same may hereafter be amended, modified or supplemented.



(c) “Copyright License” means any written agreement now or hereafter in existence granting to Debtor any right to use any Copyright.

(d) “Copyrights” means all of the following: (i) all copyrights of Debtor entitled to protection under the Copyright Act and all rights of Debtor in, to and under original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, including, but not limited to, literary works, musical works (including, without limitation, any accompanying words), dramatic works (including, without limitation, any accompanying music), pictorial, graphic and sculptural works, sound recordings, motion pictures and other audiovisual works, architectural works, Computer Programs, collective works, compilations, rights in work for hire, works of visual art, and joint works, and all general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office (“Copyright Office”) or United States Register of Copyrights (“Register”) or in any similar office or agency of the United States, any State, territory or political subdivision thereof or any other country or any political subdivision thereof; (ii) all Copyright Licenses; (iii) all reissues, extensions or renewals thereof; and (iv) all proceeds of and rights associated with the foregoing including, without limitation, accounts receivable, license royalties and any claim by Debtor against third parties for past, present or future infringement or dilution of any Copyright, Copyright registration or Copyright License, or for any injury to the goodwill associated with the use of any such Copyright or for breach or enforcement of any Copyright License.

(e) “Patent License” means any written agreement now or hereafter in existence granting to Debtor any right to practice any process or invention on which a Patent is in existence.

(f) “Patents” means all the following: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (“PTO”) or in any similar office or agency of the United States, any State, territory or political subdivision thereof or any other country or any political subdivision thereof; (ii) all Patent Licenses; (iii) all reissues, continuations, continuations-in-part extensions, renewals and re-examinations thereof; and (iv) all proceeds of, and rights associated with, the foregoing (including, without limitation, license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any Patent or patent application and for breach or enforcement of any Patent License, and all rights corresponding thereto throughout the world.

(g) “Trademark License” means any written agreement now or hereafter in existence granting to Debtor any right to use any Trademark.

(h) “Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general

intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the PTO or in any similar office or agency of the United States, any State, territory or political subdivision thereof or any other country or any political subdivision thereof, including, without limitation, those described on Schedule 1; (ii) all Trademark Licenses; (iii) all reissues, extensions or renewals thereof; (iv) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clauses (i) and (ii) hereof; and (v) all proceeds of and rights associated with the foregoing including license royalties and any claim by Debtor against third parties for past, present or future infringement of dilution of any Trademark, Trademark registration or Trademark License, including, without limitation, any Trademark, Trademark registration or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License.

**CONFIDENTIAL**

**VASCONNECT INC.  
INTELLECTUAL PROPERTY  
ESTATE SUMMARY**

**TRADEMARK  
REEL: 002909 FRAME: 0963**

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**10/15/02**

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<b>ISSUED U.S. PATENTS:</b>	<b>4</b>
<b>PENDING U.S. PATENTS:</b>	<b>7</b>
<b>PENDING FOREIGN (PCT) PATENTS:</b>	<b>2</b>

**TRADEMARK**  
**REEL: 002909 FRAME: 0964**

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BFF REF NO.	TITLE	SERIAL NO./ FILING DATE	PATENT NO./ ISSUE DATE	SUMMARY OF CLAIMS	STATUS
VASC-001	Device For Interconnecting Vessels In A Patient	09/363,309 07/28/99	6,251,116 B1 06/26/01	<ul style="list-style-type: none"> <li>• Claims a <b>device having first and second portions</b>, each having a flexible surface which <b>conforms to an inner surface</b> of a conduit; the two portions are connected to each other along the <b>periphery of an opening</b>.</li> <li>• Primarily <b>side-to-side</b> coverage</li> <li>• Also includes claims to <b>systems, loaded delivery catheters and methods</b> having or using the claimed device.</li> </ul>	ISSUED
VASC-002	Method For Interconnecting Vessels In A Patient	09/363,310 07/28/99	6,165,185 12/26/00	<ul style="list-style-type: none"> <li>• <b>Direct and endovascular methods</b> using a <b>side-to-side</b> device; the steps involve (a) <b>bending</b> a flexible first portion to a reduced size, (b) <b>inserting</b> the bent first portion into an opening of the first vessel, wherein the bent first portion <b>expands</b> conforming to the inner surface of the first conduit, (c) <b>bending</b> a flexible second portion of the flexible anastomosis device to a reduced size, and (d) <b>inserting</b> the bent second portion into an opening of the second conduit, wherein the bent second portion <b>expands</b> conforming to the inner surface of the second conduit.</li> </ul>	ISSUED

BFF REF No.	TITLE	SERIAL NO./ FILING DATE	PATENT NO./ ISSUE DATE	SUMMARY OF CLAIMS	STATUS
VASC-001WO	Methods and Devices for Interconnecting Vessels in a Patient	PCT/US00/20588 07/28/00		<ul style="list-style-type: none"> <li>Same claims as corresponding U.S. case (VASC-001)</li> </ul>	Publication No. WO 01/08566; Publication Date 02/08/01  Case is currently pending; search report revealed no new references or any prior art which the Examiner would consider a bar to patentability
VASC-001AU	Methods and Devices for Interconnecting Vessels in a Patient	63881/00 07/28/00		<ul style="list-style-type: none"> <li>Same claims as corresponding P.C.T. case (VASC-001WO)</li> </ul>	Pending
VASC-001CA	Methods and Devices for Interconnecting Vessels in a Patient	N/A 07/28/00		<ul style="list-style-type: none"> <li>Same claims as corresponding P.C.T. case (VASC-001WO)</li> </ul>	Pending
VASC-001EP	Methods and Devices for Interconnecting Vessels in a Patient	00950842.5 07/28/00		<ul style="list-style-type: none"> <li>Same claims as corresponding P.C.T. case (VASC-001WO)</li> </ul>	Published
VASC-001JP	Methods and Devices for Interconnecting Vessels in a Patient	2001-513308 07/28/00		<ul style="list-style-type: none"> <li>Same claims as corresponding P.C.T. case (VASC-001WO)</li> </ul>	Pending

BFF REF No.	TITLE	SERIAL NO./ FILING DATE	PATENT NO./ ISSUE DATE	SUMMARY OF CLAIMS	STATUS
VASC-001CON	Device for Interconnecting Vessels in a Patient	09/775,878 02/02/01		<ul style="list-style-type: none"> <li>• Claims a device having a flexible segment having an <b>original configuration</b> and a <b>constricted configuration</b>, wherein the segment is <b>insertable</b> into the vessel opening when in the constricted configuration and <b>conforms to and seals with</b> an interior wall of the vessel and provides <b>pressure against</b> the interior wall when in the original configuration such that material within the vessel is prevented from leaking from the vessel opening.</li> <li>• Covers <b>both side-to-side and end-to-side</b> devices</li> <li>• Also includes <b>method claims</b> of using the device</li> </ul>	<b>ALLOWED</b> Notice of Allowance mailed 03/12/02; Issue Fee paid 06/05/02
VASC-001CON2	Device for Interconnecting Vessels in a Patient	10/153,463 05/21/02	6,464,709 10/15/02	<ul style="list-style-type: none"> <li>• Claims a device having a <b>flexible segment</b> and a <b>flow channel</b> extending therefrom</li> <li>• Covers both <b>side-to-side</b> and <b>end-to-side</b> devices</li> <li>• Claims a method of interconnecting vessels with the device, including the steps of <b>constricting, inserting and releasing</b> the device</li> </ul>	<b>ISSUED</b>

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BFF REF NO.	TITLE	SERIAL NO./ FILING DATE	PATENT NO./ ISSUE DATE	SUMMARY OF CLAIMS	STATUS
VASC-001CIP	Devices and Methods For Interconnecting Vessels in a Patient	10/048,395 01/28/02		<ul style="list-style-type: none"> <li>Same claims as corresponding P.C.T. case (VASC-001WO) (Claims will be modified)</li> </ul>	Pending  Response to Missing Parts filed 05/09/02  National Phase Filing of PCT/US00/20588  (This a refiling of VASC-001 back into the U.S. for strategic reasons)
VASC-003CIP (CIP of 001)	Devices and Methods for Interconnecting Vessels	09/771,007 01/26/01	6,458,140 B2 10/1/02	<ul style="list-style-type: none"> <li>Device and method claims cover <b>side-to-side and end-to-side</b> embodiments; emphasis is on <b>conforming, sealing and self-retention properties</b></li> <li>New disclosure includes end-to-side embodiments and anastomosis devices pre-fabricated with attached prosthetic grafts</li> </ul>	<b>ISSUED</b> (Notice of Allowance mailed 02/11/02; Issue Fee paid 05/02/02) Publn No. US-2001-0044631-A1; Publn Date 11/22/01



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BFF REF NO.	TITLE	SERIAL NO./ FILING DATE	PATENT NO./ ISSUE DATE	SUMMARY OF CLAIMS	STATUS
VASC-003CON	Devices and Methods for Interconnecting Vessels	10/054,356 01/18/02		<ul style="list-style-type: none"><li>• Device claims <b>cover side-to-side and end-to-side</b> embodiments; emphasis is on a first permanently and second permanently implantable and flexible members comprising an opening therein for providing a pathway for the transport of substances between a first conduit and a second conduit</li><li>• Method claims are directed to providing a compliant device having a <b>thin membrane secured to a graft vessel</b>; forming an opening within the host vessel; inserting the thin membrane into the host vessel; and permanently retaining thin membrane within the host vessel.</li></ul>	Awaiting First Office Action
VASC-003WO	Devices and Methods for Interconnecting Vessels	US02/03919 01/28/02		<ul style="list-style-type: none"><li>• Same claims as corresponding U.S. case (VASC-003CIP)</li></ul>	Pending

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BFF REF No.	TITLE	SERIAL NO./ FILING DATE	PATENT NO./ ISSUE DATE	SUMMARY OF CLAIMS	STATUS
VASC-004PRV	Devices and Methods for Interconnecting Vessels	60/327,126 10/03/01		<ul style="list-style-type: none"> <li>Discloses <b>second-generation devices having support loops</b> which are self-adjusting and dynamically responsive to interior of vessel; involves <b>radial and/or axial movement</b> with respect to the vessel in attempting to achieve its original configuration</li> </ul>	Need to convert to utility patent by 10/3/01; waiting for instructions from client
VASC-005	Devices and Methods for Treating Septal Defects	Not yet filed			To be drafted after applications for delivery systems
VASC-006 (ID #001)	Devices and Methods for Interconnecting Vessels	10/162,122 06/03/02		Claims an <b>assembly for delivering an anastomotic connector</b> comprising a <b>sheath</b> having a lumen and a <b>dilator</b> comprising a shaft selectively translatable within the lumen and having a recessed portion for operatively retaining the anastomotic connector.	Formal documents filed; awaiting Office Action
VASC-007 (ID #002)	Apparatus for Implantation of Medical Device	09/04/02			Filed; awaiting filing receipt
VASC-008 (ID #003)	Vessel Connector Delivery Device and Methods of Using				Subject matter combined with VASC-010

VASC-009 (No ID)	the Same Devices and Methods of Closing Vessels	09/04/02			Filed; awaiting filing receipt
VASC-010 (ID #004 & 005)	Balloon Activated Anastomatic Connector Deployment System	09/04/02			Filed; awaiting filing receipt

BFF REF NO.	TRADEMARK	SERIAL NO./ FILING DATE	REGISTRATION NO./ DATE	STATUS
VASC-T001	VASCONNECT	76/246811 04/25/01		Waiting for Second Office Action
VASC-T001AU	VASCONNECT	892966 10/25/01		Allowed for Registration; Published for Opposition
VASC-T001CA	VASCONNECT	1119510 10/24/01		Waiting for Filing Receipt
VASC-T001EU	VASCONNECT	N/A 10/25/01		Waiting for Filing Receipt
VASC-T001JP	VASCONNECT	2001-094724 10/23/01		Waiting for Filing Receipt