

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EndoTex Interventional Systems, Inc.		07/20/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scimed Life Systems, Inc.		
<b>Street Address:</b>	One Scimed Place		
<b>City:</b>	Maple Grove		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55311-1566		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2825417	NEXSTENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	617-951-8144		
<b>Email:</b>	eileen.sullivan@bingham.com		
<b>Correspondent Name:</b>	Eileen Sullivan		
<b>Address Line 1:</b>	150 Federal Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Eileen Sullivan		
<b>Signature:</b>	/eileen sullivan/		
<b>Date:</b>	03/14/2005		

Total Attachments: 7

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**TRADEMARK  
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## ASSIGNMENT AGREEMENT

This Assignment Agreement ("*Assignment*") is entered into as of July 20, 2004 (the "*Effective Date*") by and between EndoTex Interventional Systems, Inc., a Delaware corporation, having a place of business at 10231 Bubb Road, Cupertino, California 35014 ("*Assignor*"), and Scimed Life Systems, Inc., a Minnesota corporation, having a place of business at One Scimed Place, Maple Grove, Minnesota 55311-1566 ("*Assignee*").

A. WHEREAS, Assignor owns and is using the trademark NEXSTENT, and other associated trademarks that include or incorporate the term "NexStent" or variations thereof (collectively, the "Marks"), and is the owner of registrations of and pending registration applications for the Marks including those identified on Schedule A attached hereto; and

B. WHEREAS, Assignee is desirous of acquiring the Marks, the registrations thereof and registration applications therefore.

NOW, THEREFORE, for consideration in the amount of Ten Dollars (\$10.00) paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

(a) Assignor does hereby assign, sell and transfer unto the Assignee, all of Assignor's right, title and interest in and to the Marks together with: (i) all of the registrations thereof and registration applications therefore including, without limitation, the registrations thereof and registration application therefore identified on Schedule A attached hereto; (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof and registration applications therefore; and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

(b) The parties agree to execute and deliver to each other (i) an assignment of trademarks in a form acceptable to the United States Patent and Trademark Office in substantially the form attached as Schedule B hereto, and (ii) assignments of trademarks in such other forms as may be acceptable to the applicable foreign trademark registries.

(c) Notwithstanding the foregoing provisions, upon the later to occur of (i) the termination of the Distribution Agreement between Assignor and Boston Scientific Corporation dated April 29, 2003 in accordance with its terms, or (ii) the Closing Date (as such term is defined in the Merger Agreement signed between Assignor and Boston Scientific Corporation dated as of April 29, 2003), Assignee hereby agrees to reconvey and reassign to Assignor, on an "as is" basis (subject to Assignee's obligations contained in this Section 1(b)), any remaining right, title, interest in and to the Marks then held by Assignee. Until the later to occur of the events described in clauses (i) and (ii) above, Assignee will use commercially reasonable steps to maintain the registrations and registration applications for the Marks, including: (A) filing all documents reasonably required by the trademark registries in the jurisdictions in which such registrations and registration applications are registered and/or filed; (B) paying all maintenance fees and other amounts as may be reasonably required by such registries; and (C) responding to all office actions and requests for information made with regard to the Marks by the agencies of relevant countries. Assignor shall have no responsibility for maintaining any registration application for the Marks that is refused or rejected by any trademark registry. Assignee also agrees that it will not knowingly use the Marks in a manner which could reasonably be expected to cause them to lose or diminish their distinctiveness as trademarks.

(d) Assignee may further assign or otherwise transfer the Marks to any third party, provided that such transferee or assignee agrees in writing to assume Assignee's obligations under this Agreement (including without limitation the maintenance obligations and the obligation to re-convey the Marks to Assignor under the conditions set forth in Section 1(c) above).

2. Further Assurances.

Assignor agrees, without further consideration, to: (i) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Marks in a form acceptable for recordation, and (ii) communicate to Assignee all known facts and disclose to Assignee all applicable documentation, data and information relating to the Marks.

3. Clinical Trials. Assignee grants to Assignor a license to use the Marks on products to be used in clinical trials of Assignor's stent products during the period starting with the date of this Agreement and ending with the later to occur of the events described in Sections 1(c)(i) and 1(c)(ii) above.

4. Entire Agreement; Amendments. This Assignment constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification, amendment or waiver of this Assignment shall be binding unless executed in writing by the party to be bound thereby.

5. Severability. In the event that any one or more of the provisions contained in this Assignment or in any other agreement or instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment or any other such agreement or instrument, and such invalid or unenforceable provision shall be construed by limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

6. Binding Effect; Benefits. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns; nothing in this Assignment, expressed or implied, is intended to confer on any person or entity other than the parties hereto or, as applicable, their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement. Assignor may not assign or transfer this Assignment or any of its rights or obligations hereunder to any third party without prior written consent of Assignee.

7. Choice of Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard for any choice or conflict of laws rule or principle that would result in the application of the domestic substantive law of any other jurisdiction.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 20 day of July 2004.

ENDOTEX INTERVENTIONAL SYSTEMS, INC.

By: Joseph M. Tartaglia  
Name: JOSEPH M. TARTAGLIA  
Title: PRESIDENT & CEO

The foregoing assignment of the Marks, the registrations thereof and registration applications therefore by the Assignor to the Assignee is hereby accepted as of the 11 day of ~~July~~ August 2004.

SCIMED LIFE SYSTEMS, INC.

By: [Signature]  
Name: Lawrence C. Best  
Title: CEO

COUNTY OF Madison ) ss.

On this the 11th day of August, 2004, before me appeared Lawrence C. Best, the person who signed this instrument, who acknowledged that he is the CEO of SCIMED EndoTex ~~Interventional~~ Systems, Inc. and that being duly authorized he signed such instrument as a free act on behalf of said corporation.

[Signature]  
Notary Public 1  
My commission expires: 11/5/04

[Seal]

ANNE M. THOMPSON  
Notary Public  
My Commission Expires Nov 5, 2004

**SCHEDULE A**

**Registrations**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>
NEXSTENT	United States	2825417	March 23, 2004
NEXSTENT	Community Trademark	1658889	July 19, 2001
NEXSTENT	Japan	4474455	May 11, 2001

**Registration Application**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>
NEXSTENT	Canada	1060013	May 23, 2000

**SCHEDULE B**

**ASSIGNMENT OF TRADEMARK**

WHEREAS, EndoTex Interventional Systems, Inc., a Delaware corporation, having a principal business address at 10231 Bubb Road, Cupertino, California 35014 (the "Assignor"), owns and is using the trademark (the "Mark") identified on Schedule A hereto, and is the owner of the registration of such Mark in the United States Patent and Trademark Office identified on such Schedule A; and

WHEREAS, Scimed Life Systems, Inc., a Minnesota corporation, having a principal place of business at One Scimed Place, Maple Grove, Minnesota, 55311-1566 (the "Assignee"), is desirous of acquiring the Mark and the registration thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Mark, together with (i) the registration of the Mark, (ii) the goodwill of the business symbolized by and associated with the Mark and the registration thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Mark or the registration thereof or such associated goodwill.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, effective as of this 20 day of July, 2004.

ENDOTEX INTERVENTIONAL SYSTEMS, INC.

By: Joseph M. Partaglia  
Name: Joseph M. PARTAGLIA  
Title: RESIDENT & CEO

SUBSCRIBED AND SWORN to before me this 20 day of July, 2004

[Signature]  
Notary Public  
My Commission Expires: 06.14.07



The foregoing assignment of the Marks and the registrations thereof by the Assignor to the Assignee is hereby accepted, effective as of this 20 day of July, 2004.

SCIMED LIFE SYSTEMS, INC.

By: [Signature]  
Name: Lawrence B...  
Title: CEO

SUBSCRIBED AND SWORN to before me this 11 day of July, 2004

[Signature]  
Notary Public  
My Commission Expires: 11/5/04





**SCHEDULE A**

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
NEXSTENT	2825417	March 23, 2004