

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Provasis Therapeutics, Inc.		02/28/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Boston Scientific Corporation		
Street Address:	One Boston Scientific Place		
City:	Natick		
State/Country:	MASSACHUSETTS		
Postal Code:	01760		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2735476	PROVASIS	
Registration Number:	2709843	PROVASIS	
Registration Number:	2632864	PROVASIS THERAPEUTICS	
Registration Number:	2605552	NEURACRYL	
CORRESPONDENCE DATA			
Fax Number:	(612)331-2239		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-331-1464		
Email:	michelle@nrslaw.com		
Correspondent Name:	Wayne A. Sivertson		
Address Line 1:	Suite 401, Broadway Place East		
Address Line 2:	3433 Broadway Street Northeast		
Address Line 4:	Minneapolis, MINNESOTA 55413		
ATTORNEY DOCKET NUMBER:	PROVASIS FILES - 4		
NAME OF SUBMITTER:	Wayne A. Sivertson		

OP \$115.00 2735476

Signature:	/WAS316/
Date:	09/11/2007
Total Attachments: 5 source=PROVARIS - Assignment document#page1.tif source=PROVARIS - Assignment document#page2.tif source=PROVARIS - Assignment document#page3.tif source=PROVARIS - Assignment document#page4.tif source=PROVARIS - Assignment document#page5.tif	

TRADEMARK ASSIGNMENT

The parties to this **Trademark Assignment**, dated as of February 28, 2005, are (i) Provasis Therapeutics, Inc. (the "Assignor"), a Delaware corporation with a principal place of business at P.O. Box 411, Malvern, Pennsylvania 19355-0411 and (ii) Boston Scientific Corporation (the "Assignee"), a Delaware corporation with a principal place of business at One Boston Scientific Place, Natick, Massachusetts 01760.

WHEREAS, The Spray Venture Fund, L.P., Walnut Street Partners, LLC, Alta California Partners II, L.P., and Alta Embarcadero Partners, II, LLC (individually a "Secured Creditor" and collectively the "Secured Creditors"), extended loans to Assignor pursuant to certain loan documents between Assignor and the Secured Creditors, and the obligations of Assignor under these loan documents (the "Obligations") to the Secured Creditors are secured by all of the Company's personal property (the "Collateral");

WHEREAS, Assignor is in default of its obligations to the Secured Creditors with respect to its Obligations, and all of the Obligations have been accelerated and are now immediately due and payable, and the Secured Creditors have the right to exercise their rights and remedies with respect to the Collateral;

WHEREAS, the Secured Creditors have elected to conduct a private foreclosure sale of the Collateral, in the exercise of their default remedies under the loan documents and applicable law, and to sell such assets by private sale to Assignee;

WHEREAS, Assignor is the owner of the trademarks (the "Trademarks") identified in Exhibit A attached hereto and the registration (the "Registration") of such trademark with the United States Patent and Trademark Office (the "PTO");

WHEREAS, in connection with the foregoing, the Assignor desires to assign the Trademarks (including the Registration) to the Assignee.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment.** The Assignor hereby assigns and transfers unto Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the Registration, (b) the goodwill of the business symbolized by and associated with the Trademarks, and (c) 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 Trademarks or such associated goodwill.
- 2. Recordation.** In order to record this Trademark Assignment with the PTO, the parties hereto shall execute this Trademark Assignment, and the Assignor shall execute the Recordation Form Cover Sheet required by the PTO in order to record the assignment effected hereby. Thereafter, Assignee shall record the executed Recordation Form Cover Sheet with the PTO, together with any Schedules and Exhibits thereto, including, but not limited to, this Trademark Assignment and Exhibit A hereto.
- 3. Further Assurances.** The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices (in each case, domestic or foreign), such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Assignee may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment.

4. **Power Of Attorney.** The Assignor does hereby make, constitute and appoint the Assignee (and any officer or agent of the Assignee as the Assignee may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, including but not limited to the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, and releases the Assignee from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Assignee under this power of attorney (except for the Assignee's gross negligence or willful misconduct). This power of attorney shall be irrevocable.

This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(The remainder of this page is intentionally left blank.)

IN WITNESS Whereof, the Assignor has executed and delivered this Trademark Assignment as an instrument under seal as of the date first written above.

PROVASIS THERAPEUTICS, INC.

By: T. J. Peluso
Name: Tim Peluso
Title: President and Chief Operating Officer

The foregoing assignment of said Trademark by the Assignor to the Assignee is hereby accepted as of this ___ day of February, 2005.

BOSTON SCIENTIFIC CORPORATION

By: _____
Name: Lawrence C. Best
Title: Executive Vice President - Finance & Administration
and Chief Financial Officer

Signature Page to Trademark Assignment

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IN WITNESS Whereof, the Assignor has executed and delivered this Trademark Assignment as an instrument under seal as of the date first written above.

PROVASIS THERAPEUTICS, INC.

By _____
Name: Tim Pelura
Title: President and Chief Operating Officer

The foregoing assignment of said Trademark by the Assignor to the Assignee is hereby accepted as of this ___ day of February, 2005.

BOSTON SCIENTIFIC CORPORATION

By _____
Name: Lawrence C. Best
Title: Executive Vice President - Finance & Administration
and Chief Financial Officer

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**Exhibit A
to Trademark Assignment**

Trademark	Registration United States Patent and Trademark Office Registration No.	Registration Date
"PROVASIS"	2735476	July 8, 2003
"PROVASIS"	2709843	April 22, 2003
"PROVASIS THERAPEUTICS"	2632864	October 8, 2002
"NEURACRYL"	2605552	August 6, 2002

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RECORDED: 09/11/2007

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REEL: 003618 FRAME: 0678**