

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Diomed, Inc.		10/04/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Iroquois Capital LP
Street Address:	400 Central Avenue, Suite 309
Internal Address:	ATTN: Mr. Joshua Silverman
City:	Northfield
State/Country:	ILLINOIS
Postal Code:	60093
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2055737	OPTIGUIDE
Registration Number:	2715197	EVLТ
Registration Number:	3044703	ALC
Serial Number:	77020683	SPOTLIGHT OPS
Serial Number:	77032377	SITE MARKS
Serial Number:	78804678	SPOTLIGHT

**CORRESPONDENCE DATA**

Fax Number: (212)548-2150  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-548-2130  
 Email: eschwider@mcguirewoods.com  
 Correspondent Name: William A. Newman, Esq.  
 Address Line 1: 1345 Avenue of the Americas, 7th Floor  
 Address Line 2: McGuireWoods LLP  
 Address Line 4: New York, NEW YORK 10105-0106

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	2034011-34 DIOMED/HERCULE
NAME OF SUBMITTER:	Christopher Geberth
Signature:	/Christopher Geberth/
Date:	10/25/2007
Total Attachments: 4 source=Trademark Assign Diomed-Iroquoi 10-4-07#page1.tif source=Trademark Assign Diomed-Iroquoi 10-4-07#page2.tif source=Trademark Assign Diomed-Iroquoi 10-4-07#page3.tif source=Trademark Assign Diomed-Iroquoi 10-4-07#page4.tif	

## TRADEMARK ASSIGNMENT

WHEREAS, DIOMED, INC. ("Assignor"), desires to assign to IROQUOIS CAPITAL LP, a limited partnership incorporated in Delaware ("Assignee"), all of its right, title and interest in and to the trademarks and trade names and the applications and registrations therefor set forth in the attached Schedule A, and all common law rights to such trademarks and all of the goodwill of the business symbolized thereby and associated therewith (collectively, the "Trademarks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business symbolized thereby and the entire business and/or portion thereof to which the Trademarks pertain.

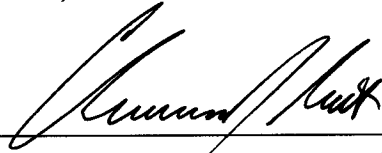
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee its entire right, title and interest throughout the world in perpetuity in and to the Trademarks, including common law rights, together with the goodwill of the business symbolized thereby and the entire business and/or portion thereof to which the Trademarks pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Trademarks in Assignee, its successors, assigns or other legal representatives.

*Remainder of page intentionally left blank; signature pages follow.*

IN WITNESS WHEREOF, Assignor has executed this Trademark  
Assignment as an instrument under seal as of this 14<sup>th</sup> day of October 2007.

ASSIGNOR:

DIOMED, INC.



Name: *CHRISTOPHER J. GEBIRTH*

Title: *Vice President Finance*

**CERTIFICATE OF ACKNOWLEDGMENT**

STATE OF Massachusetts

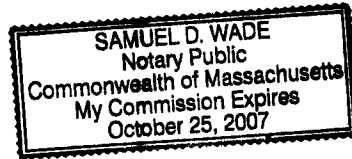
ss.:

COUNTY OF Middlesex

On this 4<sup>th</sup> day of October 2007, before me, the undersigned, personally appeared Christopher J. Leberth personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Samuel D. Wade

[NOTARY SEAL]



**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**United States Trademark Registrations:**

<b>Owner</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
Diomed, Inc.	OPTIGUIDE	2,055,737	04/22/97
Diomed, Inc.	EVL <del>T</del>	2,715,197	05/13/03
Diomed, Inc.	ALC	3,044,703	01/17/06

**United States Trademark Applications:**

<b>Owner</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Registration Date</b>
Diomed, Inc.	SPOTLIGHT OPS	77/020,683	10/13/06
Diomed, Inc.	SITE MARKS (block letters)	77/032,377	10/30/06
Diomed, Inc.	SPOTLIGHT	78/804,678	02/01/06