

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of the conveyance of the Assignment previously recorded on Reel 003642 Frame 0745. Assignor(s) hereby confirms the nature of the conveyance is to read Grant of Security Interest rather than Trademark Assignment.

CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Portside Growth and Opportunity Fund
Street Address:	c/o Ramius Capital Group, L.L.C., 666 Third Avenue
Internal Address:	26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Cayman Island Company:

PROPERTY NUMBERS Total: 6

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

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-756-2494
 Email: watt.wanapha@srz.com
 Correspondent Name: Watt Wanapha, Esq.

CH \$165.00 2055737

Address Line 1: 919 Third Avenue
Address Line 2: 19th Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	099999.1416
NAME OF SUBMITTER:	Watt Wanapha, Esq. (099999.1416)
Signature:	/kc for ww/
Date:	02/25/2008

Total Attachments: 12

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

WHEREAS, Diomed, Inc. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Guarantor Pledge and Security Agreement, dated September 28, 2007 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Portside Growth Opportunity Fund (together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Guaranteed Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Guaranteed Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Remainder of the page intentionally left blank; signature page follows.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 4, 2007.

DIOMED INC

By: 

Name: *CHRISTINA J. BISATO*

Title: *VP Finance*

SCHEDULE A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations:

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

United States Trademark Applications:

Owner	Mark	Serial No.	Registration Date
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

TO:WATT WANAPHA COMPANY:919 THIRD AVENUE

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**10/19/2007
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

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TO:WATT WANAPHA COMPANY:919 THIRD AVENUE

ATTORNEY DOCKET NUMBER:	058862.0187
NAME OF SUBMITTER:	Watt Wanapha (058862.0187)
Signature:	/kc for ww/
Date:	10/19/2007
Total Attachments: 4 source=Trademark Assignment for Diomed Inc1#page1.tif source=Trademark Assignment for Diomed Inc1#page2.tif source=Trademark Assignment for Diomed Inc1#page3.tif source=Trademark Assignment for Diomed Inc1#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS, DIOMED, INC. ("Assignor"), desires to assign to PORTSIDE GROWTH AND OPPORTUNITY FUND, an exempted company incorporated in the Cayman Islands ("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.

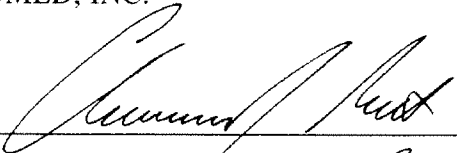
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee its entire right, title and interest throughout the world in perpetuity in and to the Trademarks, including common law rights, together 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 17th day of October 2007.

ASSIGNOR:

DIOMED, INC.



Name: *CHRISTOPHER J. GIBBATH*

Title: *VICE PRESIDENT FINANCE*

CERTIFICATE OF ACKNOWLEDGMENT

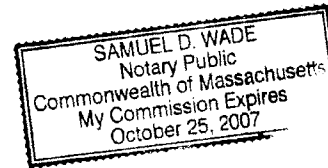
STATE OF Massachusetts

SS.:

COUNTY OF Middlesex

On this 4th day of October 2007, before me, the undersigned, personally appeared Christopher J. Gebath, 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]



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