

**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>
Smith & Nephew, Inc.		11/16/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	InaVein LLC		
<b>Street Address:</b>	420 Bedford Street, Suite 130		
<b>City:</b>	Lexington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02420		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2858227	TRIVEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(410)666-7274		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	410-628-7770		
<b>Email:</b>	jgalbreath@galbreath-law.com		
<b>Correspondent Name:</b>	John A. Galbreath		
<b>Address Line 1:</b>	2516 Chestnut Woods Ct.		
<b>Address Line 4:</b>	Reisterstown, MARYLAND 21136		
<b>NAME OF SUBMITTER:</b>	John A. Galbreath		
<b>Signature:</b>	/John A. Galbreath/		
<b>Date:</b>	09/25/2008		

Total Attachments: 3  
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**TRADEMARK  
 REEL: 003859 FRAME: 0568**

**OP \$40.00 2858227**

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**EXHIBIT J**

**ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT OF TRADEMARKS** is entered this 16<sup>th</sup> day of November, 2007, by and between Smith & Nephew, Inc., a Delaware corporation with offices at 150 Minuteman Road, Andover, Massachusetts 01810 (“Assignor”) and InaVein LLC, a Delaware limited liability company with offices at 420 Bedford Street, Suite 130, Lexington, Massachusetts 02420 (“Assignee”).

**WHEREAS**, Assignor and Assignee and others are parties to a certain Asset Purchase Agreement dated as of the date of this Agreement (the “Purchase Agreement”), pursuant to which Assignee has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to Assignee;

**WHEREAS**, Assignor owns all right, title and interest in and to the trademarks listed on Schedule A attached hereto and made a part hereof (the “Marks”); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Marks and Assignee is desirous of acquiring the same;

**NOW, THEREFORE**, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor, as beneficial owner, does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past, present and future infringement thereof, the registrations and applications for registration therefor, and all the benefits of the Marks. Assignor does further consent to the recordation of this assignment by Assignee with the United States Patents and Trademark Office or any similar foreign governmental agency. The parties acknowledge and agree that their respective rights and remedies arising out of or relating to this Assignment of Trademark are set forth exclusively in the Purchase Agreement.

2. Assignor hereby covenants and agrees to and with Assignee, its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to, Assignee, its successors and assigns, all such further acts, deeds, assignments, transfers, conveyances, limited powers of attorney and assurances that may be reasonably requested by Assignee for the better selling, assigning, transferring, conveying and delivering to Assignee, its successors or assigns, any or all of the Marks and clear of all liens, security interests, mortgages, encumbrances and restrictions of every kind.

[Signatures appear on following page]

IN WITNESS WHEREOF Assignor has executed this Assignment of Trademarks  
as of the date first written above.

SMITH & NEPHEW, INC.

By Michael G. Frazzette

Name: Michael G. Frazzette

Title: President

THE STATE OF Massachusetts §

COUNTY OF Essex §

On this 16<sup>th</sup> day of November, 2007, before me appeared Michael Frazzette, the person who signed this instrument on behalf of Smith & Nephew Inc., who acknowledged that he/she signed it on behalf of the identified corporation as President of the identified corporation and pursuant to authority duly received.

Amy Blalock  
NOTARY PUBLIC

My Commission Expires:

1/9/09



AMY BLALOCK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
January 9, 2009

SCHEDULE A  
BUSINESS TRADEMARK RIGHT  
TRADEMARKS

Trade Mark Class	Country	Int	App No	App Date	Reg No	Reg Date
TRIVEX	Australia	10	959787	30 June 2003	959787	30 June 2013
TRIVEX	Canada	11	82982	27 June 2003		
TRIVEX	CTM	10	00147055	21 January 2000	001470557	21 January 2010
TRIVEX	Japan	10	20035426	30 June 2003	4738938	09 January 2014
TRIVEX	USA	10	75891916	07 January 2000	2858227	29 June 2014