

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Purchase of Intellectual Property from Chapter 7 Trustee		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Andrea A. Wirum, Chapter 7 Trustee of Endomatrix, Inc.		04/15/2008	TRUST: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Bruce A. Daniels M.D.		
Street Address:	4221 S. Western Avenue, Suite 4045		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73109		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3058068	PROVASCA	
CORRESPONDENCE DATA			
Fax Number:	7135547771		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7135547759		
Email:	jleblanc@welshchapoton.com		
Correspondent Name:	Jared G. LeBlanc		
Address Line 1:	Welsh Chapoton LLP		
Address Line 2:	8 Greenway Plaza, Suite 1150		
Address Line 4:	Houston, TEXAS 77006		
NAME OF SUBMITTER:	Jared G. LeBlanc		
Signature:	/Jared G. LeBlanc/		
Date:	07/01/2012		

OP \$40.00 3058068

United States Patent and Trademark Office

In the Matter of Trademark Registration
No. 3,058,068

For the Mark: PROVASCA

Registration Date: February 7, 2006

Cover Sheet for Statement of Facts Showing Assignment of Trademark and Goodwill

As indicated in the attached Statement of Facts and supporting exhibits, the '068 PROVASCA Mark was assigned to Bruce A. Daniels, M.D. by Andrea A. Wirum, Chapter 7 Trustee of Endomatrix, Inc., on April 15, 2008.

SIGNED: Sunday, July 1, 2012

Respectfully submitted,

By: /s/ Jared G. LeBlanc

Jared G. LeBlanc

Texas Bar No. 24046279

jleblanc@welshchapoton.com

Attorney-in-Charge for
Daniels Health Sciences, LLC and
Dr. Bruce A. Daniels

Of Counsel:

Welsh Chapoton LLP
8 Greenway Plaza, Suite 1150
Houston, Texas 77046
713-554-7770
713-554-7771 – Fax

United States Patent and Trademark Office

In the Matter of Trademark Registration
No. 3,058,068

For the Mark: PROVASCA

Registration Date: February 7, 2006

Office Action No: 76555955

Statement of Facts¹

In response to Office Action 76566955, Registrant, Daniels Health Sciences, LLC, as assignee of Endomatrix, Inc. and Dr. Bruce Daniels, files this Statement of Facts in support of Daniels Health's actual ownership of the '068 PROVASCA Mark as follows:

1. As of April 16, 2012, which was the date Bruce A. Daniels, M.D. ("Dr. Daniels") submitted his Declaration of Use and/or Excusable Nonuse of Mark in Commerce Under Section 8 ("Declaration"), Dr. Daniels was the owner of the PROVASCA mark, which was registered on February 7, 2006, under registration number 3,058,068 ("PROVASCA Mark").²
2. The PROVASCA Mark was originally registered by Endomatrix, Inc. ("Endomatrix"), a company with which Dr. Daniels was affiliated.
3. In December 2007, Endomatrix filed for bankruptcy under Chapter 7. The bankruptcy case proceeding was styled: Case No. 07-11591, *In re. Endomatrix, Inc.*; In the United States Bankruptcy Court for the Northern District of California, Santa Rosa Division ("Endomatrix Bankruptcy"). The bankruptcy court appointed Andrea A. Wirum as the Chapter 7 Trustee ("the Trustee"). The Trustee was represented in the Endomatrix Bankruptcy by Ron Oliner of Duane Morris, LLP ("Trustee's Counsel").
4. In late-February or early March 2008, Dr. Daniels reached an agreement with the Trustee to purchase all of Endomatrix's intellectual property ("Endomatrix IP") for \$35,000. On March 14, 2008, the Trustee filed her

¹ This Statement of Facts is supported by the Affidavit of Bruce A. Daniels, which is attached as Exhibit A and incorporated by reference.

² Exhibit B is a true and correct copy of the '068 Registration, which is incorporated by reference.

Notice of Intention to Sell Property of the Estate and Opportunity for Overbid.³

5. On April 8, 2008, the bankruptcy court signed the Order Authorizing Trustee to Sell the Property of the Estate.⁴ The Order authorized the Trustee to sell the Endomatrix IP to me for \$35,000.
6. On April 15, 2008, Dr. Daniels signed check number 8237 in the amount of \$35,000 to the order of “Andrea A. Wirum, Trustee” (“IP Check”).⁵ The IP Check cleared Dr. Daniels’ account on April 23, 2008.
7. In January 2010, Dr. Daniels contacted the Trustee’s Counsel by email to request a formal bill of sale memorializing the sale of the Endomatrix IP to Dr. Daniels. The Trustee’s Counsel confirmed in those emails the transaction had occurred and that Dr. Daniels was the owner of the Endomatrix IP.⁶
8. On April 13, 2012, in an effort to clarify the chain of title to the PROVASCA Mark, Dr. Daniels executed the Assignment and/or Ratification of Assignment of Intellectual Property with Dr. Daniels as both assignor and assignee (“Daniels-Daniels Assignment”).⁷ Because Endomatrix was no longer a going concern, there was no way to get a formal assignment from Endomatrix to Dr. Daniels.
9. On June 25, 2012, Dr. Daniels executed an Assignment and/or Ratification of Assignment of Intellectual Property in favor of Daniels Health Sciences, LLC (“Daniels-DHS Assignment”), which ratifies and clarifies Dr. Daniels’ previous assignment of the PROVASCA Mark to Daniels Health Sciences, LLC.⁸

³ A true and correct copy of the Notice of Intention to Sell Property of the Estate and Opportunity for Overbid is attached as Exhibit C and incorporated by reference.

⁴ A true and correct copy of the Order is attached as Exhibit D and incorporated by reference.

⁵ A true and correct copy of the IP Check is attached as Exhibit E and incorporated by reference.

⁶ A true and correct copy of the email confirmation is attached as Exhibit F and incorporated by reference.

⁷ A true and correct copy of the Daniels-Daniels Assignment is attached as Exhibit G and incorporated by reference.

⁸ A true and correct copy of the Daniels-DHS Assignment is attached as Exhibit H and incorporated by reference.

10. The court papers attached as Exhibits C and D are authenticated by the Sworn Declaration of Jared G. LeBlanc.⁹

SIGNED: Sunday, July 1, 2012

Respectfully submitted,

By: /s/ Jared G. LeBlanc

Jared G. LeBlanc

Texas Bar No. 24046279

jleblanc@welshchapoton.com

Attorney-in-Charge for
Daniels Health Sciences, LLC and
Dr. Bruce A. Daniels

Of Counsel:

Welsh Chapoton LLP
8 Greenway Plaza, Suite 1150
Houston, Texas 77046
713-554-7770
713-554-7771 – Fax

⁹ A true and correct copy of the Sworn Declaration of Jared G. LeBlanc is attached as Exhibit I and incorporated by reference.

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §


Affidavit of Bruce A. Daniels

Before me, the undersigned notary public, personally appeared Bruce A. Daniels, known to me and who, after being duly sworn, did state upon his oath:

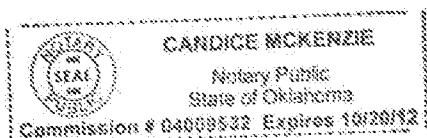
1. My name is Bruce A. Daniels. I am of the full age of majority and competent to give this oath. I have personal knowledge of every factual statement made in this affidavit, and they are true and correct.
2. As of April 16, 2012, which was the date I submitted my Declaration of Use and/or Excusable Nonuse of Mark in Commerce Under Section 8 ("Declaration"), I was the owner of the PROVASCA mark, which was registered on February 7, 2006, under registration number 3,058,068 ("PROVASCA Mark"). A true and correct copy of the registration is attached as Exhibit B to the Statement of Facts.
3. The PROVASCA Mark was originally registered by Endomatrix, Inc. ("Endomatrix"), a company with which I was affiliated.
4. In December 2007, Endomatrix filed for bankruptcy under Chapter 7. The bankruptcy case proceeding was styled: Case No. 07-11591, *In re. Endomatrix, Inc.*; In the United States Bankruptcy Court for the Northern District of California, Santa Rosa Division ("Endomatrix Bankruptcy"). The bankruptcy court appointed Andrea A. Wirum as the Chapter 7 Trustee ("the Trustee"). The Trustee was represented in the Endomatrix Bankruptcy by Ron Oliner of Duane Morris, LLP ("Trustee's Counsel").
5. In late-February or early March 2008, I reached an agreement with the Trustee to purchase all of Endomatrix's intellectual property ("Endomatrix IP") for \$35,000. On March 14, 2008, the Trustee filed her Notice of Intention to Sell Property of the Estate and Opportunity for Overbid. (SOF Exhibit C.)
6. On April 8, 2008, the bankruptcy court signed the Order Authorizing Trustee to Sell the Property of the Estate. The Order authorized the Trustee to sell the Endomatrix IP to me for \$35,000. (SOF Exhibit D.)
7. On April 15, 2008, I signed check number 8237 in the amount of \$35,000 to the order of "Andrea A. Wirum, Trustee" ("IP Check"). The IP Check cleared my account on April 23, 2008. A true and correct copy of the cancelled IP Check record with banking information redacted, the original of which I have personally seen, is attached to the Statement of Facts as Exhibit E.

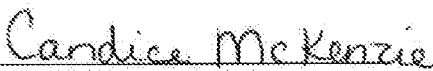
8. In January 2010, I contacted the Trustee's Counsel by email to request a formal bill of sale memorializing the sale of the Endomatrix IP to me. The Trustee's Counsel confirmed in those emails the transaction had occurred and that I was the owner of the Endomatrix IP. A true and correct copy of that email string, with communications between me and my lawyers redacted to protect the attorney-client and work product privileges, the original of which I have personally seen, is attached to the Statement of Facts as Exhibit F.
9. On April 13, 2012, in an effort to clarify the chain of title to the PROVASCA Mark, I executed the Assignment and/or Ratification of Assignment of Intellectual Property with me as assignor and assignee ("Daniels-Daniels Assignment"). Because Endomatrix was no longer a going concern, there was no way to get a formal assignment from Endomatrix to me. A true and correct copy of Daniels-Daniels Assignment the original of which I have personally seen, is attached to the Statement of Facts as Exhibit G.
10. On June 25, 2012, I executed an Assignment and/or Ratification of Assignment of Intellectual Property in favor of Daniels Health Sciences, LLC ("Daniels-DHS Assignment"), which ratifies and clarifies my previous assignment of the PROVASCA Mark to Daniels Health Sciences, LLC. A true and correct copy of Daniels-Daniels Assignment the original of which I have personally seen, is attached to the Statement of Facts as Exhibit H.

END OF AFFIDAVIT.


Bruce A. Daniels

SWORN TO AND SUBSCRIBED before me by Bruce A. Daniels on June 29, 2012.




Notary Public in and for the
State of Oklahoma

Int. Cl.: 5

Prior U.S. Cls.: 6, 18, 44, 46, 51, and 52

Reg. No. 3,058,068

United States Patent and Trademark Office

Registered Feb. 7, 2006

TRADEMARK
PRINCIPAL REGISTER

PROVASCA

ENDOMATRIX, INC. (CALIFORNIA CORPORATION)
100 B STREET, SUITE 320
SANTA ROSA, CA 95401

FOR: NUTRITIONAL SUPPLEMENTS, PRIMARILY CONSISTING OF AMINO ACIDS, HEPARANIDS, HEPARANS, MINERALS, VITAMINS, AND TRACE ELEMENTS, DIETARY SUPPLEMENTS, CONSISTING PRIMARILY OF AMINO ACIDS, HEPARANIDS, HEPARANS, AND TRACE ELEMENTS, AMINO ACIDS AND HEPARANOID AND/OR HEPARIN SUPPLEMENTS FOR MEDICAL

PURPOSES, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

FIRST USE 8-27-2003; IN COMMERCE 8-27-2003.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 76-566,955, FILED 12-11-2003.

LOURDES AYALA, EXAMINING ATTORNEY

1 UNITED STATES BANKRUPTCY COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SANTA ROSA DIVISION

4 In re
5 ENDOMATRIX, INC.,
6 Debtor.

Case No. 07-11591 AJ

Chapter 7

**NOTICE OF TRUSTEE'S INTENTION TO
SELL PROPERTY OF THE ESTATE AND
OPPORTUNITY FOR OVERBID;
OPPORTUNITY FOR HEARING**

(No Hearing Scheduled)

9
10 **TO THE DEBTOR, ALL CREDITORS, INTERESTED PARTIES AND THE OFFICE OF
THE UNITED STATES TRUSTEE:**

11 **PLEASE TAKE NOTICE** that Andrea A. Wirum ("Trustee"), the duly appointed,
12 qualified and acting Chapter 7 Trustee of the bankruptcy case of Endomatrix, Inc. ("Debtor"),
13 intends to sell the estate's right, title and interest in and to certain property of the estate to
14 Dr. Bruce Daniels ("Buyer"). This Notice summarizes the transaction and the procedure for
objection and/or overbidding.

15 On or about December 4, 2007, the Debtor filed a voluntary petition under chapter 7 of
16 the Bankruptcy Code. The Trustee is the duly appointed, qualified and acting chapter 7 trustee of
17 the Debtor's bankruptcy estate. Among the property of the estate are all of the Debtor's
intellectual property rights and inventory (collectively, the "Property").

18 The Trustee has investigated the matter, and now believes a sale to Buyer of all of the
19 estate's right, title and interest in and to the Property, "as is, where is, if is," without any
20 warranties or representations whatsoever, is in the best interest of the estate and should be
approved by the Court. When approved by the Bankruptcy Court, the Trustee will accept
\$35,000.00 from Buyer in consideration of the estate's interest in the Property. If you are
interested in submitting overbids, please read the following carefully.

21 **PLEASE TAKE FURTHER NOTICE** the Debtor and the Buyer are parties to a certain
22 Patent Royalty Agreement dated as of October 6, 2005 that purports to grant the Buyer a non-
23 exclusive worldwide license to certain of the Debtor's patents related to the Property. The
24 Buyer's patent rights may impair the value of another buyer's ability to exploit the Property. You
should do you own investigation regarding these matters.

25 **PLEASE TAKE FURTHER NOTICE** that persons interested in presenting an overbid
26 to the Trustee must comply with the following procedure. Any overbid must be submitted in
writing, together with a deposit (fully refundable if your overbid is not approved by the
27 Bankruptcy Court) in the amount of \$40,000.00. Overbids must be received by Aron M. Oliner,
Duane Morris LLP, One Market Plaza, Spear Street Tower, Suite 2000, San Francisco, California
28 94105-1104, by no later than April 2, 2008 at 4:00 p.m.

1 An initial overbid must be in an amount no less than \$40,000.00. If there is at least one
2 qualifying overbid, the Trustee will conduct an auction at the law offices of Duane Morris LLP on
3 April 7, 2008 at 10:00 a.m. Qualifying overbidders may participate by telephone. In the event of
4 an overbid, overbidding will begin at the highest overbid and continue in increments of \$1,000.00
5 until no further bids remain. The Trustee reserves the right to conduct the auction at a different
6 time and place, subject to notice to the Buyer and any and all qualified over-bidders. If there are
7 no qualified overbids, the Trustee will apply to the Court for an order authorizing this transaction
8 with the Buyer.

9 **PLEASE TAKE FURTHER NOTICE** that the Trustee intends to apply to the above-
10 entitled Court for an order approving this sale. Bankruptcy Local Rule 9014 of the United States
11 Bankruptcy Court for the Northern District of California prescribes the procedures to be followed
12 in the event that you have an objection. Any such objection to the entry of an order approving the
13 proposed sale, and/or a request for hearing on the matter, must be filed and served within twenty
14 (20) days of the date of this Notice. Objections should be filed with the United States Bankruptcy
15 Court, 99 South "E" Street, Santa Rosa, California 95404, and a copy of the objection should be
16 served on the Office of the United States Trustee and counsel for the Trustee at the address shown
17 below. The Office of the United States Trustee is located at 235 Pine Street, Suite 700, San
18 Francisco, California 94104.

19 Objections not timely filed and served may be deemed waived. In the event that no
20 objection and/or request for hearing is filed within twenty (20) days of the date of this Notice, the
21 Trustee will seek an order approving this sale without further notice or hearing. For further
22 information regarding the foregoing, please contact counsel for the Trustee at the address shown
23 below. A request for hearing or objection must be accompanied by any declarations or
24 memoranda of law the party objecting or requesting wishes to present in support of its position.
25 In the event that a timely objection is filed and served as directed herein, the undersigned will
26 obtain a hearing date and will serve notice on the objecting party of such hearing.

27 Dated: March 14, 2008

/s/ Aron M. Oliner (#152373)

ARON M. OLINER

DUANE MORRIS LLP

One Market Plaza

Spear Street Tower, Suite 2000

San Francisco, CA 94105-1104

Telephone: (415) 957-3000

Facsimile: (415) 957-3001

Email: roliner@duanemorris.com

Attorneys for Andrea A. Wirum, Chapter 7 Trustee



1 Aron M. Oliner (SBN: 152373)
2 Geoffrey A. Heaton (SBN: 206990)
3 **DUANE MORRIS LLP**
4 One Market Plaza
5 Spear Street Tower, Suite 2000
6 San Francisco, CA 94105-1104
7 Telephone: (415) 957-3000
8 Facsimile: (415) 957-3001
9 Email: roliner@duanemorris.com

Signed: April 08, 2008


ALAN JAROSLOVSKY
U.S. Bankruptcy Judge

6 Attorneys for Chapter 7 Trustee
7 ANDREA A. WIRUM

8 **UNITED STATES BANKRUPTCY COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **SANTA ROSA DIVISION**

12 In re
13 **ENDOMATRIX, INC.,**
14 Debtor.

Case No. 07-11591 AJ

Chapter 7

**ORDER AUTHORIZING TRUSTEE TO
SELL PROPERTY OF THE ESTATE**

[No Hearing Scheduled]

17 On the basis of the Application for Order Authorizing Trustee to Sell Property of the
18 Estate ("Application") submitted by Andrea A. Wirum, Chapter 7 Trustee ("Trustee"), and the
19 Declaration of Aron M. Oliner in support thereof, due and proper notice having been given, and
20 good cause appearing therefore,

21 **IT IS HEREBY ORDERED** as follows:

- 22
- 23 1. The Application is approved.
 - 24 2. The Trustee is authorized to sell the estate's right, title and interest in the Debtor's
25 intellectual property rights and inventory (the "Property") "as is, where is, if is," without any
26 warranties or representations whatsoever, to Dr. Bruce Daniels for \$35,000.00.
- 27

28 DM3\701651.1 R1017-00013

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3. The parties are authorized to execute any and all documents and to take any and all steps necessary and proper to give effect to the sale of the Property.

***** END OF ORDER *****

DMS\701651.1 R1017-00013

8237

GAIL K. DANIELS
BRUCE A. DANIELS
 4321 S WESTERN AVE STE 4045
 OKLAHOMA CITY, OK 73109
 PH. [REDACTED]

JP MORGAN CHASE BANK, N.A.
 OKLAHOMA CITY, OKLAHOMA 73125
 30-64-1030

4/15/2008

PAY TO THE ORDER OF ANDREA A WIRUM, TRUSTEE

\$ **35,000.00

Thirty-Five Thousand and 00/100***** DOLLARS

ANDREA A WIRUM, TRUSTEE
 C/O RON M OLIVER
 ONE MARKET
 SPEAR TOWER, SUITE 2000
 SAN FRANCISCO, CA 94103-1104

MEMO ENDOMATRIX

Source: https://www.fdic.gov/ep/

07-11591
 3088
 IPM RE-Endo Matrix

[Account # [REDACTED] Posting Date :2008-04-23 Check Number :000000008237]

ANDREA A WIRUM, TRUSTEE

4/15/2008

IP RIGHTS
PROPERTY (SEA WEED-PROVASCA)

5,000.00
30,000.00

----- Forwarded Message

From: Bruce Daniels <daniels@danielsmdp.com>

Date: Fri, 22 Jan 2010 13:17:47 -0500

To: "Oliner, Ron" <ROliner@duanemorris.com>

Conversation: Endomatrix Bankruptcy

Subject: Re: Endomatrix Bankruptcy

Good enough.

Thank you.

Hope you have a nice weekend.

BD

> I think we are fine.

>

> -----Original Message-----

> From: Bruce Daniels [mailto:daniels@danielsmdp.com]

> Sent: Friday, January 22, 2010 11:10 AM

> To: Oliner, Ron

> Subject: Re: Endomatrix Bankruptcy

>

>

>

> I am not meaning to be capricious, officious, or difficult, Ron.

>

> I take it you see no need for such a document to be executed and that

> the acceptance of the check is adequate proof of clear title to the IP
> and inventory?
>
> If you do not think it necessary I am happy to withdraw the request.
>
> BD
>
>
>> It, sign it, I meant. Not file it.
>>
>> -----Original Message-----
>> From: Oliner, Ron
>> Sent: Friday, January 22, 2010 9:58 AM
>> To: 'Bruce Daniels'
>> Subject: RE: Endomatrix Bankruptcy
>>
>> Not my pay grade. If you want a bill of sale, prepare one and I'll
>> see if we can file it.
>>
>> -----Original Message-----
>> From: Bruce Daniels [mailto:daniels@danielsmdpc.com]
>> Sent: Friday, January 22, 2010 10:02 AM
>> To: Oliner, Ron
>> Subject: Re: Endomatrix Bankruptcy
>>
>>
>> Maybe I am confused.
>>
>> The order says the transaction may take place.
>>
>> I have nothing other than the cancelled \$35,000 check saying that it
>> did take place.
>>
>> Was there a " we received your check and herewith transfer these
>> items to Bruce Daniels" letter sent?
>>
>> If not, is one prudent to have?
>>
>> Thank
>>
>>> Can't open but confused now. If you have a copy of the order why do you
>>> need
>>> a copy of the order?
>>>
>>> -----Original Message-----
>>> From: Bruce Daniels [mailto:daniels@danielsmdpc.com]
>>> Sent: Friday, January 22, 2010 9:49 AM
>>> To: Oliner, Ron
>>> Subject: Re: Endomatrix Bankruptcy
>>>
>>>
>>> Thank you for the prompt reply.

>>>
>>> Here is a PDF attachment of the court order authorizing the transfer.
>>>
>>> Perhaps that date will help.
>>>
>>> BD
>>>
>>>> Dr. Daniels,
>>>>
>>>> My files are in storage. But..... it may be possible to grab a copy off
>>>> of
>>>> Pacer. We'll see if we can get it for you. Can you remember
>>>> approximately
>>>> when it was entered, or when we did this transaction?
>>>>

>>>> /ron
>>>>

>>>> -----Original Message-----
>>>> From: Bruce Daniels [mailto:daniels@danielsmdpc.com]
>>>> Sent: Friday, January 22, 2010 9:33 AM
>>>> To: Oliner, Ron
>>>> Subject: Endomatrix Bankruptcy
>>>>

>>>> Dear Ron,
>>>>
>>>> Sorry to bother you with this, but it is important.
>>>>
>>>> I need a copy of the court order transferring the Intellectual
>>>> Property and inventory in exchange for the \$35,000 I paid for these.
>>>>
>>>> The document I had was damaged and I do not have a clean copy.
>>>>
>>>> Thank you in advance.
>>>>

>>>> Best wishes.
>>>>
>>>> Bruce Daniels M.D.
>>>> 4221 S. Western
>>>> Suite 4045
>>>> Oklahoma City, OK 73109
>>>> Fax 405 632 8446
>>>>

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>>>> For more information about Duane Morris, please visit
>>>> <http://www.DuaneMorris.com>
>>>>

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>>>> Confidentiality Notice: This electronic mail transmission is
>>>> privileged and confidential and is intended only for the review of

>>>> the party to whom it is addressed. If you have received this
>>>> transmission in error, please immediately return it to the sender.
>>>> Unintended transmission shall not constitute waiver of the
>>>> attorney-client or any other privilege.

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----- End of Forwarded Message

----- End of Forwarded Message

**ASSIGNMENT
AND/OR
RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

This Assignment ("Assignment") is made effective as of the date of execution set forth below, from the purchaser to Bruce M. Daniels, M.D.

WHEREAS, I, the undersigned, hereafter individually and collectively, "Assignor," has created and developed, and is the owner of, certain new and useful trademarks listed below for the word mark "PROVASCA" (hereafter, collectively, "the Trademark"), as described in detail in Exhibit A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with the goods on which the Trademark is used ("the Products").

Trademark	TM Registration Number	TM Registration Number	Trademark Registration Date
PROVASCA	76/566,955	3,058,068	December 11, 2003/ February 7, 2006

WHEREAS, **BRUCE A. DANIELS, M.D.**, an individual having a place of business at 4221 South Western, Suite 4045, Oklahoma City, Oklahoma, 73109, United States of America, hereafter "Assignee," to the extent not already transferred to Assignee by an existing assignment obligation from me or by a prior written agreement and/or other legal relationship between Assignee and Assignor, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the Trademark and all rights thereto, including the Property; b) the subject matter disclosed, taught and/or associated with the Trademark; and c) all tangible materials and intangible information concerning the Trademark and its associated subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, Assignor and Assignee agree as follows.

1. **Ratification of Prior Assignment.** Assignor hereby ratifies and acknowledges his/her/their prior assignment to Assignee of the aforesaid Intellectual Property, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all associated and related trademark applications, renewals, reissues, examinations, substitutes or extensions thereof; the right to all trademarks or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in

law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment described herein had not been made.

2. Present Assignment. To the extent Assignor has not already assigned to Assignee all or any of the aforesaid Intellectual Property, Assignor does hereby assign, transfer and forever convey, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all related trademark applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all associated or related trademarks or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment had not been made.

3. Issuance to Assignee. Assignor hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same.

4. Warranty of Title. Assignor hereby represents, warrants and covenants that Assignor had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that Assignor has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.

5. Further Actions. Assignor hereby covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns, the property ratified or transferred herein; and that Assignor will execute any application for reissue, counterpart, renewal, reexamination, correction, substitute or extension of said Intellectual Property or any resulting trademark or related property right. Assignor covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Application and Intellectual Property known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

6. **Confidentiality.** Assignor hereby covenants and agrees to maintain as confidential all non-public aspects and details of the **Intellectual Property** unless and until such time as such aspects or details become publicly known through no fault of Assignor. Assignor agrees and understands that this obligation of confidentiality continues to exist regardless of whether Assignor is employed by Assignee or not. Assignor agrees and understands that this obligation of confidentiality is supplemental to all other obligations of confidence that Assignor may now or hereafter owe to Assignee.

7. **Assignee as Attorney-in-fact.** To the extent Assignor is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, Assignor hereby appoints each officer of Assignee, and specifically appoints Assignee's general counsel whether or not an officer, as his/her/their limited attorney in fact for the sole and limited purpose of executing such instrument.

8. **No Challenge.** Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity or enforceability of the **Intellectual Property** ratified or transferred hereunder.

9. **Choice of Law.** Assignor hereby covenants and agrees that the laws of the State of [State] shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.

10. **Severability.** Assignor and Assignee hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor and Assignee hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

11. **Legal Counsel** ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR ASSIGNEE NOR OUTSIDE LEGAL COUNSEL REPRESENTING ASSIGNEE CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF ASSIGNOR, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT. ASSIGNOR FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER/THEIR OWN CHOOSING AND AT HIS/HER/THEIR OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT ASSIGNOR VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set his/her/its hand and seal.

Page 3 of 4

ASSIGNOR


Bruce A. Daniels
Signature

Bruce A. DANIELS, M.D.
Name and Title

4221 South Western, Suite 4045
Address

Oklahoma City, Oklahoma 73109

4/13/12
Date of Execution

 **CANDICE MCKENZIE**
Notary Public
State of Oklahoma
Commission # 04809532 Expires 10/2012

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

STATE OF OKLAHOMA §
COUNTY OF McClain §

BEFORE ME, the undersigned authority, on this day personally appeared **BRUCE A. DANIELS**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 13 day of April, 2012.

[NOTARY STAMP]

**ASSIGNMENT
AND/OR
RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

This Assignment ("Assignment") is made effective as of the date of execution set forth below, from Bruce A. Daniels, M.D. to Daniels Health Sciences, LLC.

WHEREAS, I, the undersigned, hereafter individually and collectively, "Assignor," has created and developed, and is the owner of, certain new and useful trademarks listed below for the word mark "PROVASCA" (hereafter, collectively, "the Trademark"), as described in the chart below, together with the goodwill of the business symbolized thereby in connection with the goods on which the Trademark is used ("the Products").

Trademark	TM Application Number	TM Registration Number	Filing Date/ Registration Date
PROVASCA	76/566,955	3,058,068	December 11, 2003/ February 7, 2006

WHEREAS, Daniels Health Sciences, LLC, a Delaware limited liability company having a place of business at 2121 Sage Road, Suite 333, Houston, Texas 77036, United States of America, hereafter "Assignee," to the extent not already transferred to Assignee by an existing assignment obligation from me or by a prior written agreement and/or other legal relationship between Assignee and Assignor, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of a) the Trademark and all rights thereto, including the Property; b) the subject matter disclosed, taught and/or associated with the Trademark; and c) all tangible materials and intangible information concerning the Trademark and its associated subject matter, including but not limited to, copyrighted materials, common law marks, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, Assignor and Assignee agree as follows.

1. **Ratification of Prior Assignment.** Assignor hereby ratifies and acknowledges his/her/their prior assignment to Assignee of the aforesaid Intellectual Property, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all associated and related trademark applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all trademarks or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment described herein had not been made.

2. Present Assignment. To the extent Assignor has not already assigned to Assignee all or any of the aforesaid **Intellectual Property**, Assignor does hereby assign, transfer and forever convey, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all related trademark applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all associated or related trademarks or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment had not been made.

3. Issuance to Assignee. Assignor hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to Assignee, as the owner of the entire and exclusive right, title and interest in and to the same.

4. Warranty of Title. Assignor makes no warranties of any kind in making this assignment.

5. Further Actions. Assignor hereby covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns, the property ratified or transferred herein; and that Assignor will execute any application for reissue, counterpart, renewal, reexamination, correction, substitute or extension of said **Intellectual Property** or any resulting trademark or related property right. Assignor covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid **Application** and **Intellectual Property** known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

6. Confidentiality. Assignor hereby covenants and agrees to maintain as confidential all non-public aspects and details of the **Intellectual Property** unless and until such time as such aspects or details become publicly known through no fault of Assignor. Assignor agrees and understands that this obligation of confidentiality continues to exist regardless of whether Assignor is employed by Assignee or not. Assignor agrees and understands that this obligation of confidentiality is supplemental to all other obligations of confidence that Assignor may now or hereafter owe to Assignee.

7. Assignee as Attorney-in-fact. To the extent Assignor is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 3, Assignor hereby appoints each officer of Assignee, and specifically appoints Assignee's general counsel whether or not an officer, as his/her/their limited attorney in fact for the sole and limited purpose of executing such instrument.

8. No Challenge. Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity or enforceability of the Intellectual Property ratified or transferred hereunder.

9. Choice of Law. Assignor hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law:

10. Severability. Assignor and Assignee hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor and Assignee hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

11. Legal Counsel ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR ASSIGNEE NOR OUTSIDE LEGAL COUNSEL REPRESENTING ASSIGNEE CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF ASSIGNOR, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT. ASSIGNOR FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER/THEIR OWN CHOOSING AND AT HIS/HER/THEIR OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT ASSIGNOR VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

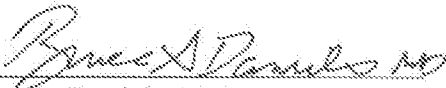
INTENTIONALLY BLANK—SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set his/hier/its hand and seal.

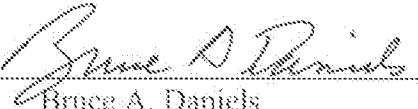
ASSIGNOR:

ASSIGNEE:

Daniels Health Sciences, LLC



Bruce A. Daniels, M.D.

By: 

Bruce A. Daniels
Manager

By: _____
Thea Daniels Kocher
Manager

By: _____
Joshua L. Batchelor
Manager

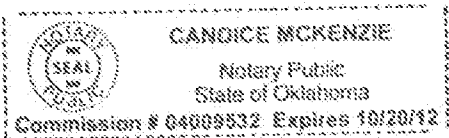
INTENTIONALLY BLANK—ACKNOWLEDGEMENTS FOLLOW

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

Be it known, that on this 25th day of June, 2012, before me the undersigned authority, personally came and appeared **Bruce A. Daniels, M.D.**, to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.



Candice McKenzie
Notary Public in and for the State of Oklahoma

STATE OF NEW YORK §

COUNTY OF _____ §

Be it known, that on this _____ day of _____, 2012, before me the undersigned authority, personally came and appeared **Thea Daniels Kocher**, to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

Notary Public in and for the State of New York

STATE OF TEXAS §

COUNTY OF HARRIS §

Be it known, that on this _____ day of _____, 2012, before me the undersigned authority, personally came and appeared **Joshua L. Batchelor**, to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

Notary Public in and for the State of Texas

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set his/her/its hand and seal.

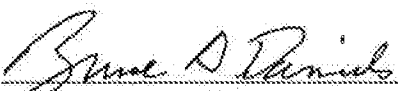
ASSIGNOR:



Bruce A. Daniels, M.D.

ASSIGNEE:

Daniels Health Sciences, LLC

By: 

Bruce A. Daniels
Manager

By: _____
Thea Daniels Kocher
Manager

By: 

Joshua L. Batchelor
Manager

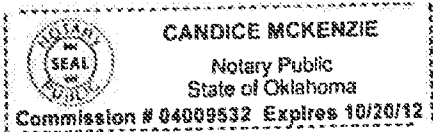
INTENTIONALLY BLANK—ACKNOWLEDGEMENTS FOLLOW

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

Be it known, that on this 25th day of June, 2012, before me the undersigned authority, personally came and appeared Bruce A. Daniels, M.D., to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.



Candice McKenzie
Notary Public in and for the State of Oklahoma

STATE OF NEW YORK §

COUNTY OF _____ §

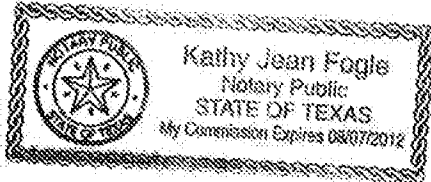
Be it known, that on this _____ day of _____, 2012, before me the undersigned authority, personally came and appeared Thea Daniels Kocher, to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.

Notary Public in and for the State of New York

STATE OF TEXAS §

COUNTY OF HARRIS §

Be it known, that on this 29th day of June, 2012, before me the undersigned authority, personally came and appeared Joshua L. Batchelor, to me personally known, and known to me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me, that he signed the above and the foregoing document as his own free act and deed and for the uses and purposes therein set forth and apparent.



Kathy Jean Fogle
Notary Public in and for the State of Texas

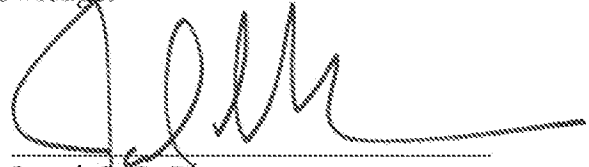
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Sworn Declaration of Jared G. LeBlanc

1. My name is Jared G. LeBlanc. I am of the full age of majority and competent to give this oath. I have personal knowledge of every factual statement made in this declaration, and they are true and correct.
2. I am licensed to practice law in Texas and have been licensed since November 5, 2004. I am also licensed to practice before the United States District Courts for the Northern, Southern, Eastern, and Western Districts of Texas, the United States Court of Appeals for the Fifth Circuit, and the United States Supreme Court. I am currently a partner with the law firm of Welsh Chapoton LLP.
3. I represent Bruce A. Daniels, M.D. ("Dr. Daniels") and Daniels Health Sciences, LLC ("Daniels Health") in this proceeding. I am also the attorney of record for Dr. Daniels and Daniels Health in Cancellation No. 92055607; *In the Matter of Trademark Registration No. 3,058,068, Vascular Health Sciences, LLC v. Endomatrix, Inc. or Dr. Bruce Daniels*; Before the Trademark Trial and Appeal Board ("TTAB Action"). I am also the attorney of record for Dr. Daniels and Daniels Health in Cause No. 4:12-cv-01896; *Daniels Health Sciences, LLC v. Vascular Health Sciences, LLC*; In the United States District Court for the Southern District of Texas, Houston Division ("District Court Action").
4. I have personally visited the United States Bankruptcy Court for the Northern District of California's website at www.canb.uscourts.com. Using my PACER account to login, I personally reviewed the docket report for Case No. 07-11591, *In re Endomatrix, Inc.* ("Endomatrix Bankruptcy").
5. I have reviewed Exhibits C and D to the foregoing Statement of Facts. Exhibit C is a true and correct copy of the Notice of Trustee's Intention to Sell Property of the Estate and Opportunity for Overbid ("Trustee's Notice") that was filed on March 14, 2008, in the Endomatrix Bankruptcy, which I personally downloaded. Exhibit D is a true and correct copy of the Order Authorizing Trustee to Sell Property of the Estate ("Order") that was signed and entered on the bankruptcy court's docket on April 8, 2008, in the Endomatrix Bankruptcy, which I personally downloaded.
6. I have ordered certified copies of the Trustee's Notice and the Order, and will supplement them if the TTAB asks me to do so.

7. I swear under the penalties of perjury that the statements in this declaration are true, correct, and within my personal knowledge.

DATED: Sunday, July 1, 2012



Jared G. LeBlanc