

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Annest, Synn & Nowak Prof. LLC		10/18/2004	Limited Liability Company: COLORADO

RECEIVING PARTY DATA	
Name:	Dr. Charles O. Brantigan M.D.
Street Address:	2253 Downing Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80205
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76555090	

CORRESPONDENCE DATA	
Fax Number:	(303)473-2720
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-473-2861
Email:	docket@hollandhart.com
Correspondent Name:	Andrea Anderson
Address Line 1:	555 Seventeenth Street, Suite 3200
Address Line 2:	P.O. Box 8749
Address Line 4:	Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER:	50594.0001
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NAME OF SUBMITTER:	Andrea Anderson
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Total Attachments: 3
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TRADEMARK

REEL: 002965 FRAME: 0704

EXHIBIT B

Assignment

This Assignment ("Assignment") is made effective and entered into as of this 18th day of October, 2004 ("Effective Date"), by and between Annest, Synn & Nowak Prof. LLC d/b/a Vascular Institute of the Rockies, a Colorado limited liability company with a place of business located at 1601 East 19th Ave., #3950, Denver, CO 80218 ("Company"), the individuals Steven J. Annest, M.D., Alan Y. Synn, M.D., and Lisa R. Nowak, M.D. ("Drs. Annest, Synn and Nowak," respectively), and Charles O. Brantigan, M.D., an individual having an address at 2253 Downing Street, Denver, Colorado 80205 ("Dr. Brantigan"). The Company and Drs. Annest, Synn and Nowak are hereinafter referred to collectively as "ASN." The Company, Drs. Annest, Synn and Nowak, ASN and Dr. Brantigan hereinafter may be referred to individually as a "party" and collectively as the "parties."

RECITALS

A. Dr. Brantigan is the owner of all right, title and interest in and to the Gebhard Mansion Drawing. Since at least as early as 1988, Dr. Brantigan has used the Gebhard Mansion Drawing as a service mark in connection with vascular surgery and related services (the "Mark"). ASN is the owner of U.S. Service Mark Serial No. 76/555,090 for vascular surgery services (the "Application"), which depicts the Gebhard Mansion Drawing.

B. ASN and Dr. Brantigan have entered into an Agreement executed and delivered concurrently herewith, pursuant to which ASN agrees to transfer to Dr. Brantigan all of ASN's right, title and interest in and to the Application, Mark and Gebhard Mansion Drawing, and all goodwill associated therewith, and to which this Assignment is an attached Exhibit (the "Agreement").

C. Capitalized terms that are used in this Assignment without separate definition shall have the meanings specified in the Agreement.

NOW THEREFORE, in consideration the foregoing Recitals, which are incorporated by reference into this Assignment, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Agreement, which are incorporated herein by this reference, the parties agree as follows:

ASSIGNMENT

1. ASN hereby assigns, conveys, transfers, and delivers to Dr. Brantigan all of its right, title and interest in and to the Application, Mark and Gebhard Mansion Drawing, including all IP Rights therein, and the goodwill associated with and identified thereby, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof (collectively, the "Assets"), the Assets to be held and enjoyed by Dr. Brantigan, for his own use, and for the use of his Related Parties and or other successors, assigns or other legal representatives, as fully and entirely as the same would have been enjoyed by ASN had this Assignment not been made.

2. ASN agrees that the Assets as defined herein include all rights to sue, bring actions for and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Application, Mark or Gebhard Mansion Drawing, including without limitation, the right to sue third parties for past service mark and/or copyright infringement, dilution, cyber-piracy, unfair competition and counterfeiting, and to

recover and hold all damages, profits and other compensation arising from such third party's unlawful acts which may have occurred prior to the Effective Date of this Assignment.

3. Nothing in this Assignment shall be deemed to limit, expand or otherwise modify any representation, warranty or covenant set forth in the Agreement.

4. This Assignment may be executed in counterparts and each taken together shall constitute one and the same document. Likewise, this Assignment may be executed by facsimile signatures, each of which shall constitute an original signature. The person signing below on behalf of ASN represents, warrants and covenants that he/she has the authority to execute this Assignment on behalf of ASN and its Related Parties and has full legal power and authority to enter into and perform this Assignment in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date set forth above.

Annest, Synn & Nowak Prof. LLC d/b/a
Vascular Institute of the Rockies

Stephen J. Annest, M.D.

By: _____

Alan Y. Synn, M.D.

Name: _____

Lisa R. Nowak, M.D.

Title: _____

State of _____)
County of _____) ss.

The foregoing Assignment was subscribed and sworn to before me this ____ day of _____, 200__ by _____ as _____ of Annest, Synn & Nowak Prof. LLC d/b/a Vascular Institute of the Rockies, and by the following individuals: _____ and _____

Witness my hand and official seal.

My commission expires:

Notary Public

Accepted and Agreed To:

Charles O. Brantigan, M.D.
Charles O. Brantigan
Date: *14 October 2004*

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recover and hold all damages, profits and other compensation arising from such third party's unlawful acts which may have occurred prior to the Effective Date of this Assignment.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date set forth above.

Annest, Synn & Nowak Prof. LLC d/b/a Vascular Institute of the Rockies

Stephen J. Annest
Stephen J. Annest, M.D.

Alan Y. Synn
Alan Y. Synn, M.D.

Lisa R. Nowak
Lisa R. Nowak, M.D.

By: [Signature]
Name: Alan Y. Synn
Title: Secretary

State of Colorado)
County of Denver) ss.

The foregoing Assignment was subscribed and sworn to before me this 18th day of October, 2004, by Alan Y. Synn as Secretary of Annest, Synn & Nowak Prof. LLC d/b/a Vascular Institute of the Rockies, and by the following individuals: Stephen J. Annest, Alan Y. Synn and Lisa R. Nowak.

Witness my hand and official seal.
My commission expires: 7-3 2007
[Signature]
Notary Public

Accepted and Agreed To:
Charles O. Brantigan, M.D.
Date: _____

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