

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

ENDOMED, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Arizona

Execution Date(s) FEBRUARY 2, 2005

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: LEMAITRE ACQUISITION LLC

Internal

Address:

Street Address: 63 SECOND AVENUE

City: BURLINGTON

State: MA

Country: USA Zip: 01803

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship DELAWARE  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

78/499887

B. Trademark Registration No.(s)

2,716,300; 2,629,170

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: MAURA SWAN, ESQ.

Internal Address:

GOULSTON & STORRS

Street Address: 400 ATLANTIC AVENUE

City: BOSTON

State: MA Zip: 02110

Phone Number: 617-574-3580

Fax Number: 617-574-7807

Email Address: mswan@goulstonstorr.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 4358  
Expiration Date 08/06

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Maura Swan

Signature

February 14, 2005

Date

MAURA SWAN, ESQ.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK ASSIGNMENT**

WHEREAS, Endomed, Inc., an Arizona corporation ("Assignor"), is the owner of the marks identified in Exhibit A attached hereto (the "Marks");

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of February 2, 2005, by and between Assignor and LeMaitre Acquisition LLC, a Delaware limited liability company ("Assignee"), Assignor agreed to transfer the Assets (as defined therein), including without limitation the Marks, to Assignee;

WHEREAS, Assignor now desires to transfer, assign, deliver, set over and convey to Assignee the Marks, together with (a) all translations, adaptations, derivations, and combinations thereof, (b) any and all applications, registrations and renewals in connection therewith and (c) all good will associated therewith (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns unto Assignee all of Assignor's rights, title and interest in and to the Trademarks, together with (a) the good will of the business symbolized by and associated with the Trademarks, (b) all applications for registration, registrations, renewals and statements of use thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated good will.

Assignor agrees to execute and deliver at Assignee's request all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title, and interest in and to the Trademarks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

*[signature page follows]*

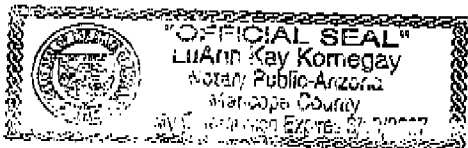
IN WITNESS WHEREOF, the Assignor, has executed this assignment, as an instrument under seal, on this 2nd day of February, 2005.

*William M. Colone*

By: William M. Colone  
Its: President

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

On this 2nd day of February, 2005, before me, the undersigned notary public, personally appeared William M. Colone, the President of Endomed, Inc., proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed the above document voluntarily for its stated purpose.



*LuAnn Kay Komegay*  
Notary Public  
My commission expires 3/19/07

EXHIBIT ATRADEMARKS

<u>Trademark or Servicemark</u>	<u>Registrations United States Patent and Trademark Office Trademark No.</u>	<u>Country</u>	<u>Registration Date</u>
Endofit	2,716,300	U.S.A.	May 13, 2003
Endofit	2,629,170	U.S.A.	October 1, 2002

TRADEMARK APPLICATIONS

<u>Trademark or Servicemark</u>	<u>Applications United States Patent and Trademark Office Patent Serial No.</u>	<u>Country</u>	<u>Filing Date</u>
Endomed	78/499887	U.S.A.	October 14, 2004