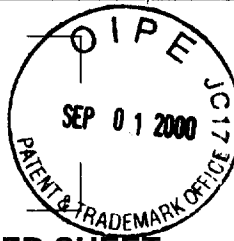


09-26-2000

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



101470591



U.S. Department of Commerce
Patent and Trademark Office
PATENT

BSTZ Docket No. 3764.PL

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

9-1-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
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Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Merger
- Security Agreement
- Change of Name
- Other
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- Departmental File
- Secret File

Conveying Party(ies)

- Mark if additional names of conveying parties attached
- Name (line 1) Execution Date Month Day Year
- Name (line 2)

Second Party

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Receiving Party

- Mark if additional names of receiving parties attached
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

- Name (line 1)
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- Address (line 1)
- Address (line 2)
- Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

- Name
- Address (line 1)
- Address (line 2)
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- Address (line 4)

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 011097 FRAME: 0361

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,139,473"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number PCT PCT

only if a U.S. Application Number has not been assigned. PCT PCT PCT

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

William W. Kidd, Reg. No. 31,772 William W. Kidd 8-31-2000

Name of Person Signing Signature Date

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), made as of the 21st day of March, 1997, by and between NEOCARDIA, LLC, a Georgia limited liability company ("Seller"), OMNITRON INTERNATIONAL, INC., a Louisiana corporation ("Omnitron"), RICHARD V. CALFEE, Ph.D. ("Calfee"), and each of the other officers and managers of Seller identified on Exhibit A hereto (Omnitron, Calfee and such other members or optionholders identified on Exhibit A are each referred to herein as a "Member" or together as the "Members" and when referred to herein together with the other members of Seller, the "members"), ACS DELAWARE CORPORATION, a Delaware corporation ("Purchaser"), and GUIDANT CORPORATION, an Indiana corporation ("Guidant"),

W I T N E S S E T H:

WHEREAS, Seller is in the business of developing medical devices and therapies, including treatments for vascular diseases, but is not engaged in the field of oncology or in the application of the assets sold hereunder to the field of oncology (the "Business"); and

WHEREAS, the parties hereto desire that Seller sell to Purchaser and Purchaser purchase substantially all of the assets of Seller and Omnitron, including without limitation, those used in connection with or related to the Business and all the assets to which the Dake License (as defined herein) relates, pursuant to the terms of this Agreement; and

WHEREAS, the parties hereto desire that Omnitron transfer to Purchaser and Purchaser receive from Omnitron all of the Patents, trade secrets and other Intellectual Property Rights as herein defined of Omnitron used in connection with or related to the Business (including any such related Patents which are filed within twenty-four (24) months of the Closing (as hereinafter defined) of the transactions contemplated hereby whether or not based in whole or in part on research performed prior to such Closing) pursuant to the terms of this Agreement. For purposes of this Agreement, "Intellectual Property Rights" shall mean, without limitation, Patents, as defined below, licensed Patents, know-how, unpatented inventions, trade secrets, secret formulas, business and marketing plans, industrial property rights, copyrights, trademarks, trade names, logos and service marks (and all goodwill associated therewith, including, without limitation, the right to the name "NeoCardia") and all registrations and registration applications thereof and all technical information, management information systems, hardware and software, source code, designs, drawings, processes and quality control data and all similar materials recording or evidencing proprietary expertise whether or not used in or related to the Business. For purposes of this Agreement, "Patent" shall mean

any and all patents and patent applications, including any divisions, substitutions, continuations, continuations-in-part, reissues, reexaminations, or extensions thereof, and all corresponding foreign patents and patent applications filed or issued in any country which are based upon or derived from such patents or patent applications; and

WHEREAS, Purchaser wishes to grant Omnitron an exclusive license to use the Patents, trade secrets and other Intellectual Property Rights purchased hereunder in the field of oncology and a nonexclusive license to use such Patents and trade secrets for any use other than the treatment of vascular diseases and Benign Prostatic Hypertrophy ("BPH"); and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the consummation of the sale and certain additional agreements related thereto:

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants herein contained, the parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Purchased Assets From Seller. Subject to and upon the terms and conditions set forth herein and except for those assets described in Section 1.3 hereof, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller at the Closing, on a going concern basis, free and clear of all liens, claims, charges, encumbrances, security interests and restrictions of any kind, all of the assets and properties of Seller, including the Business and operations of the Business and all of the assets and properties of Seller of every kind and description used or which may be used in connection with or are related to the Business, wherever located and whether tangible or intangible, as the same shall exist on the Closing Date (collectively, the "Purchased Assets"), including, without limitation, all right, title and interest of Seller in, to and under the following:

(a) all of the assets and properties reflected on Seller's balance sheet dated as of November 30, 1996 which relate to or were used in connection with the Business and all of the assets and properties acquired by Seller in the ordinary course of the Business after November 30, 1996, for use in the Business, except only those assets and properties disposed of after such date in the ordinary course of the Business or consistent with this Agreement;

(b) all notes and accounts receivable generated by the Business, including any unpaid interest accrued thereon, and any security or collateral therefor;

(c) all vehicles, machinery, equipment, furniture, fixtures, tools and other personal property and all leasehold interests therein and related deposits used in or related to the Business as listed in **Schedule 1.1(c)**;

(d) all inventories, including all raw materials, work-in-process and finished goods, materials and supplies used in or related to the Business;

(e) all rights under or pursuant to warranties, representations and guarantees made by suppliers, manufacturers and contractors in connection with products or services provided to Seller in connection with the Business;

(f) all Intellectual Property Rights of Seller, whether held by Seller as owner or as licensee (the "Seller Intellectual Property Rights"), including, but not limited to all registrations and registration applications listed in **Schedule 1.1(f)**, **Schedule 2.17(h)** and **Schedule 2.17(i)** hereto, and any and all Patents held by Seller or which Seller has any rights to, whether as owner or as licensee or otherwise. The list in **Schedule 1.1(f)** shall include, without limitation, a list of all Patents and licensed Patents.

(g) the real estate leases and leasehold improvements listed or described in **Schedule 1.1(g)**, including, without limitation, any prepaid rent, security deposits therefor and options to renew or purchase thereunder, and all rights and interest in and to the material contracts, agreements and other arrangements used in or related to the Business as listed on **Schedule 1.1(g)** (the "Assigned Contracts");

(h) all trade association memberships to the extent assignable as set forth in **Schedule 1.1(g)**, books, records, files, papers, drawings, building plans, engineering information, computer programs, manuals and data, originals of all tangible records of Seller Intellectual Property Rights and registrations thereof, sales and advertising materials, sales and promotional material, distribution and purchase correspondence, research and development records, laboratory and pre-clinical trial data and analyses thereof, lists of present and former customers, distributors and suppliers and personnel, employment, operations and other books and records used in or related to the Business, whether originals or copies, whether financial, scientific, medical or otherwise;

(i) all permits, licenses, product registrations, filings, authorizations, approvals or indicia of authority (and any pending applications for any thereof) issued by any governmental

agency, authority or other instrumentality of the United States or any state or any foreign country or political subdivision thereof whether or not necessary to conduct the Business, except those set forth in **Schedule 1.1(i)** which, in whole or in part, are not assignable;

(j) all prepaid insurance, other prepaid expenses and the benefit of existing insurance policies whether or not related to the Business;

(k) all Employee Plans listed in **Schedule 2.4** or otherwise maintained by Seller; and

(l) any other assets of Seller, other than the Excluded Assets (as defined below).

1.2 Purchased Assets From Omnitron and Certain Other Members. Omnitron and each of the Members, without any further consideration and as an inducement for Purchaser and Guidant to enter into this Agreement, agree to, and hereby do, effective and conditioned upon the Closing, transfer to Purchaser at the Closing, on a going concern basis, free and clear of all liens, claims, charges, encumbrances, security interests and restrictions of any kind, any rights they may have in any or all of the Business and operations of the Business and any or all of the assets or properties used or held for use in connection with, or related to, the Business wherever located and whether tangible or intangible, as the same shall exist on the Closing Date, including, without limitation, any Patents, trade secrets or other Intellectual Property Rights of Omnitron and each of the Members, whether held as owner or as licensee (the "Omnitron Intellectual Property Rights") which are relevant or applicable to either the Business or to both the Business and the field of oncology. Such transfer is subject to the license rights to oncology uses of high dose rate brachytherapy for the treatment of cancer previously granted by Omnitron to Varian, Inc. pursuant to that certain License Agreement effective August 26, 1993 and amendments thereto (the "Varian Agreement"), which are the only license rights granted thereunder. Without limiting the generality of the foregoing, Omnitron and each of the Members hereby assign to Purchaser, conditioned and effective upon the Closing, (a) all its or their rights to the assets set forth in **Schedule 1.2**, (b) all its or their rights to any Patents, trade secrets or other intellectual property rights which are related to, or can be used in connection with, the Business and which are filed or created within twenty-four (24) months of the Closing whether or not based in whole or in part on research performed prior to the Closing Date, and (c) the Assigned Contracts, including without limitation any rights Omnitron may have in the Duke License. The aforementioned rights, including but not limited to the Omnitron Intellectual Property Rights shall be included within the definition of "Purchased Assets," as such term is used in this Agreement, and

deemed to be an original but all of which taken together shall constitute one and the same agreement.

10.9 Definitions. Attached as Schedule 10.9 is a list of the definitions used in this Agreement.

10.10 Schedules. Any information, disclosure or other material contained in any Schedule to this Agreement shall for all purposes be deemed to be included by cross reference in every other Schedule in which such information, disclosure or other material would otherwise have to be included.

10.11 Definition of Knowledge of Seller or Omnitron and Knowledge of Members. Knowledge of the Seller or Omnitron, when used herein, shall refer to information which Richard V. Calfee, Ph.D., or any of the Members knew or reasonably should have known after undertaking a reasonable investigation of the subject matter of the representation made. Knowledge of Members shall refer to information that such Members actually knew.

10.12 Guidant Guarantee. Guidant hereby guarantees Purchaser's performance of its obligations (payment or otherwise) under each of this Agreement, the Lock-up and Voting Agreements and the Confidentiality Agreement and, when fully executed and delivered at the Closing, the License Agreement, the Noncompete Agreement, the Transition Agreement, the Option Agreement, the Representative Agreement, the Litigation Agreement and Power of Attorney and the Source Wire Supply Agreement. Guidant agrees that (a) Seller, the Members or the members of Seller, as the case may be, may look to Guidant directly for any payment or performance obligation of Purchaser under the documents identified above that is not fulfilled at and when the same is due from Purchaser and (b) none of Seller, the Members or any member of Seller shall be obligated to seek to enforce any such obligation of Purchaser against Purchaser prior to making a claim against Guidant pursuant to this guarantee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PURCHASER

ACS DELAWARE CORPORATION

By *1503* George L. Howard

Title President

GUIDANT

GUIDANT CORPORATION

BY Gugan Zeevan
Title Vice President

BDS

SELLER

NEOCARDIA, LLC

By _____
Title _____

MEMBERS

OMNITRON INTERNATIONAL, INC.

By _____
Title _____

Richard V. Calfee, Ph.D.

Anthony J. Bradshaw

Richard Thornton

Jim Foster

GUIDANT

GUIDANT CORPORATION

By _____

Title _____

SELLER

NEOCARDIA, LLC

By R.V. Calfee

Title President

MEMBERS

OMNITRON INTERNATIONAL, INC.

By R.V. Calfee

Title President

R.V. Calfee
Richard V. Calfee, Ph.D.

Anthony J. Bradshaw
Anthony J. Bradshaw

Richard Thornton
Richard Thornton

Jim Foster
Jim Foster

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Patent/App# #	Other Filings	Inventors	Filing Date	Brief Description
	Canada/2180355			
	Japan/516115/1996			
	EPO/95939676.3			
08/352,318		Thornton, et al	12/8/94	Liquid Source Balloon
	PCT/US95/15228			
	EPO/95940805.5			
08/386,419		Bradshaw, et al	2/10/95	Liquid Source Balloon
	EPO/96113757.7			
	Japan/261122/1996			
08/436,075		Bueche, et al	5/8/95	"Varisource" Afterloader, Cartridge
	PCT/US96/06127			
	Canada			
	Japan			
08/467,711		Bradshaw, Raizner et al	6/6/95	Centering Claims
08/550,921		Liprie	10/31/95	Tub & BB-mfg processes
08/644,101		Bradshaw, Raizner et al	2/7/96	Centering Claims
08/746,467		Bradshaw, et al	11/11/96	NeoCardia Wire
08/762,740		Calfee, et al	12/10/96	Dose Rate Control
TBD		Thornton, et al	TBD	Wire Drive System
TBD		Thornton	TBD	Source Wire Sensor
TBD		Bueche, et al	TBD	Cartridge Details; CIP of "075"
TBD		Bueche, et al	TBD	P-32 Source Design
TBD		Calfee, et al	TBD	Source Concentrator
TBD		Thornton	TBD	Wire Sensing Catheter
TBD		Bradshaw	TBD	Centering Catheter with Improved Perfusion
Disclosure 1		Calfee		Perfusion Method for Catheter

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Patent/Appl #	Other Filings	Inventors	Filing Date	Brief Description
Disclosure 2		Calfee		Radioactive Stent Coating
Disclosure 3		Bradshaw		Radioactive Sleeve
Disclosure 4		Bradshaw		Coiled Tungsten Source
Disclosure 5		Bradshaw		In Hospital Stent Activator
Disclosure 6		Bradshaw		Liquid Balloon with Internal Sponge
Disclosure 7		Bradshaw		Centering Catheter for Long Treatment Lengths
Disclosure 8		Bradshaw		Composite Source Wire
TBD = To Be Determined - Has not yet been filed with Patent Office				
For the purposes of Article V, Royalties shall not apply to these Patents.				

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