

FORM PTO-1595 (modified)

(Rev 6-93)

RECORD,

02-07-2003



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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

N.V. BEKAERT S.A.
Bekaertstraat 2
8550 Zwevegem, Belgium



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

BLUE MEDICAL DEVICES B.V.
Steenovenweg 19
5708 HN Helmond,
The Netherlands

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

October 24, 2002

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/701,393 (national phase of
PCT/EP99/03022 publication no.
WO99/62572)

B. Patent Number(s):

Additional numbers attached? NO

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

Glenn Law
FOLEY & LARDNER
Washington Harbour
3000 K Street, N.W., Suite 500
Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 19-0741

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9. 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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Glenn Law

Name of person signing

Signature

February 4, 2003

Date

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

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PATENT
REEL: 013725 FRAME: 0147

PATENT TRANSFER AND TRADEMARK LICENSE AGREEMENT

THIS AGREEMENT is made and entered into on 24 October 2002 by and between

N.V. BEKAERT S.A., a company incorporated under the laws of Belgium and having its registered office at Bekaertstraat 2, Zwevegem, Belgium ("Bekaert"),

and

BLUE MEDICAL DEVICES B.V., a company incorporated under the laws of The Netherlands and having its registered office at Steenovenweg 19, 5708 HN Helmond, The Netherlands ("Blue Medical")

WHEREAS, Bekaert has full and legal title to and rights of ownership of the patent applications WO99/62572 and WO02/09791 and any patent application and/or patent directly resulting from these patent applications (collectively, the "Patent Rights"); and

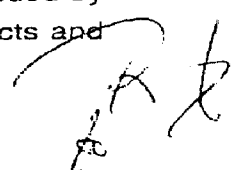
WHEREAS, Bekaert is interested in transferring the Patent Rights and Blue Medical is interested in purchasing the Patent Rights, under the terms and conditions set forth hereinafter;

NOW, THEREFORE, the parties hereto agree as follows

Article 1. Definitions

As used herein, the following terms shall have the following meaning, unless the context clearly requires otherwise:

- 1.1. "Effective Date" has the meaning assigned to that term in article 11.
- 1.2. "Net Sales Value" means the amount of all invoices minus credit notes issued by Blue Medical to its customers in connection with sales of Patented Products and paid in full to Blue Medical, exclusive of:



- (a) costs of packaging, if mentioned as a separate item on the sales invoice of the Patented Products or if invoiced separately;
 - (b) costs of carriage and insurance, to the extent that proper evidence thereof can be provided by Blue Medical or its Licensee;
 - (c) the amount of the duties, taxes and other official charges payable upon the sale, exportation or importation of the Patented Products, to the extent that proper evidence thereof can be provided by Blue Medical.
- 1.3. "Patented Products" means any product covered by the Patent Rights or obtained by means of the method covered by the Patent Rights, including but not limited to coated stents.
- 1.4. "Patent Rights" shall mean the patent applications WO99/62572 and WO02/09791 and any patent application and/or patent directly resulting from such patent applications.
- 1.5. "Trademark" shall mean Bekaert's trademark DYLYN® as registered in the Benelux (n° 690351), USA (n° 1961073), and Germany, France and Italy (n° 771205).

Article 2. Patent Rights Transfer

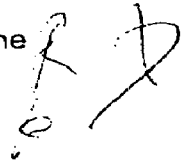
On the Effective Date, Bekaert shall transfer the Patent Rights to Blue Medical and Blue Medical shall accept the Patent Rights. Bekaert shall register such transfer with the respective patent offices within three (3) months after the date of the execution of this Agreement and shall bear all costs thereof. Bekaert will also provide Blue Medical within the same period with copies of the file history of prosecution of the Patent Rights.

Article 3. Trademark license

On the Effective Date, Bekaert shall grant a license to Blue Medical to use the Trademark as long as Blue Medical manufactures and commercialises the Patented Products pursuant to the following terms and conditions.

Blue Medical acknowledges and agrees that the Trademark is the sole and exclusive property of Bekaert and may only be used by Blue Medical for the sale of stents that are coated by or for Blue Medical making use of the Patent Rights in full compliance with Bekaert's policies from time to time communicated to Blue Medical.

Blue Medical agrees that all Patented Products advertised and marked with the Trademark shall, at all times be of high quality.



Article 11. Effective Date

This Agreement shall become effective on the date that Blue Medical starts with the inhouse manufacturing of the Patented Products, more specifically the coated stents.

Article 12. Governing Law

This Agreement is governed by and will be construed in accordance with the laws of Belgium.

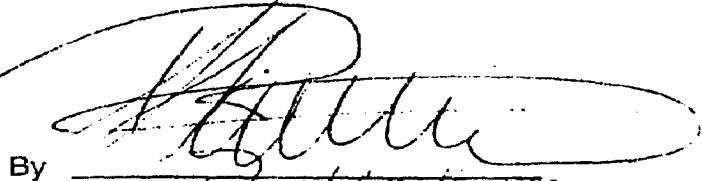
Article 13. Jurisdiction

All disputes arising in connection with this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of CEPINA by one arbitrator appointed in accordance with such Rules.

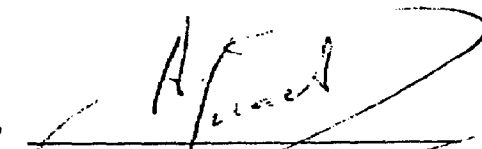
The arbitration shall be held in Brussels, Belgium, and shall be conducted in Dutch. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

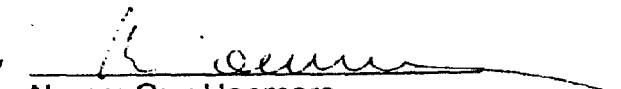
IN WITNESS WHEREOF, the Parties have executed two original copies of this Agreement on 24 October 2002, each party acknowledging receipt of one original copy.

BLUE MEDICAL DEVICES B.V.

By 
Name: Alexander A.M. Hoekstra
Title: President

N.V. BEKAERT S.A.

By 
Name: Willy Snaet
Title: Corporate Vice President

By 
Name: Guy Haemers
Title: Corporate Vice President