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

To the Honorable Commissioner of Patents and Trademarks: Please return enclosed original documents or copy thereof.

1. Name of conveying party(ies): **5-19-03**  
Agustine Fund, L.P., an Illinois limited partnership  
141 W. Jackson Blvd.  
Suite 2182  
Chicago, Illinois 60604  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Samuel S. Ahn, M.D.  
Internal Address: \_\_\_\_\_  
Street Address: 256 S. Beverly Glen Blvd.  
City: Los Angeles State: CA Zip: 90024  
Additional name(s) & address(es) attached?  Yes  No

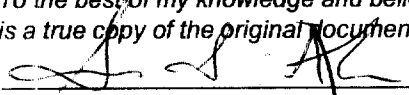
3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: October 17, 2001

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
A. Patent Application No.(s)  
09/094,371  
B. Patent No.(s)  
5,342,387; 5,607,445; 5,772,668; 6,080,191  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Samuel S. Ahn, M.D.  
Internal Address: \_\_\_\_\_  
Street Address: 256 S. Beverly Glen Blvd.  
City: Los Angeles State: CA Zip: 90024

6. Total number of applications and patents involved: **5**  
7. Total fee (37 CFR 3.41).....\$ 200.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

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.*  
 Sam S. Ahn 5/14/03  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents:

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

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## ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 17th day of October, 2001 ("Effective Date"), Augustine Fund, L.P., an Illinois limited partnership having offices at 141 West Jackson Boulevard, Suite 2182, Chicago, Illinois 60604 ("Assignor"), and Samuel S. Ahn, M.D., agree as follows:

WHEREAS, on or about March 3, 1999 Assignor and ABI entered into a securities purchase agreement (Purchase Agreement, attached as Exhibit B) wherein Assignor invested in ABI and ABI's performance of its obligations under the Purchase Agreement was secured by a first lien security interest in certain intellectual property rights owned by ABI (the "Collateral");

WHEREAS, Assignor properly perfected its security interest in the Collateral on or about April 14, 1999, and, even though ABI filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code on or about July 20, 2000, the United States Bankruptcy Court for the Northern District of Texas granted Assignor's Motion for Relief from the Automatic Stay, lifting the stay and allowing Assignor to foreclose on the Collateral;

WHEREAS, the Collateral includes all patents and patent licenses with respect to Patent Nos. 5,342,387 (Artificial Support for a Blood Vessel), 5,607,445 (Stent for Supporting a Blood Vessel), 5,772,668 (Apparatus for Placing an Endoprosthesis) and 6,080,191 (Method for Making a Stent) and Patent Application Serial No. 09/094,371 (Endoprosthesis) (the "Subject Patents and Patent Rights").

WHEREAS, having foreclosed on the Collateral, Assignor now possesses those rights in the Subject Patents and Patent Rights which were formerly owned by ABI, and desires to transfer all such Subject Patents and Patent Rights to Assignee;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Capitalized terms, which are used herein but not defined herein, shall have the meanings ascribed to them in the License Agreement.

1. Assignor owns the right, title, and interest in and to the Subject Patents and Patent Rights owned by ABI at the time of the filing of ABI's bankruptcy.
2. Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee all of Assignor's right, title, and interest in and to the Subject Patents and Patent Rights, the inventions claimed therein, and all accrued causes of action for damages for infringement thereof.
3. On the Effective Date, Assignee shall pay to Assignor the sum of five thousand dollars (\$5,000) by check or wire transfer, as specified by Assignor.

4. Assignor shall execute and deliver to Assignee the Assignment in Exhibit C attached hereto, and, from time to time after the date hereof upon the request of Assignee, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of all the Subject Patents and Patent Rights to Assignee, to the fullest extent possible. Assignor further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Assignee in and to the Subject Patents and Patent Rights and to perform any other acts deemed necessary to carry out the intent of this Agreement. Assignee shall reimburse Assignor for any and all costs reasonably incurred by Assignor in performance under this paragraph.
5. In furtherance of this Agreement, Assignor hereby acknowledges that, from the Effective Date forward, Assignee has succeeded to all of Assignor's right, title, and standing to receive all rights and benefits pertaining to the Subject Patents and Patent Rights, institute and prosecute all suits and proceedings, and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Subject Patents and Patent Rights, whether arising before or after the Effective Date, and to defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.
6. Assignor represents and warrants that, to the best of Assignor's knowledge, no consents of any other parties are necessary or appropriate under any agreements concerning any of the Subject Patents and Patent Rights in order for the transfer and assignment of any of the Subject Patents and Patent Rights under this Agreement to be legally effective.
7. Assignor represents and warrants that, to the best of Assignor's knowledge, upon consummation of this Agreement, Assignee shall have good and marketable title to the Subject Patents and Patent Rights, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.
8. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
9. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
10. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

AUGUSTINE FUND, L.P.

By: Augustine Capital Management, LLC

By Thomas F. Ayres

Date 10/16/01

SSA  
by: Sam S. Ahn

Date 10/16/01

**EXHIBIT A**

**PATENT ASSIGNMENT**

STATE OF TEXAS            )  
  )  
HARRIS COUNTY            )

WHEREAS Augustine Fund, L.P. ("Assignor"), an Illinois limited partnership with offices at 141 West Jackson Boulevard, Suite 2182, Chicago, Illinois 60604, is the owner for the entire right, title, and interest to United States Patent Nos. 5,342,387; 5,607,445; 5,772,668; and 6,080,191 and Patent Application Serial No.09/094,371 (the " Patents"); and the inventions covered by the Patents;

AND WHEREAS Samuel S. Ann, M.D. is desirous of acquiring the entire right, title, and interest in and to the Patents;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby. Assignor hereby assigns and transfers to Assignee, its successors and assigns:

- (1) the entire right, title, and interest in and to the Patents;
- (2) the entire right, title and interest in and to any United States or foreign Patents which may issue with respect to the Patents;
- (3) the entire right, title and interest in and to any renewals, reissues, divisions, substitutions, continuations, continuations-in-part and extensions of the Patents and that may be filed with respect to the inventions covered by the Patents;
- (4) all rights of action arising from the Patents and any patents that may issue with respect to inventions covered by the Patents, all claims for damages by reason of past infringement of the Patents and any patents that may issue with respect to inventions covered by the Patents, and the right to sue and collect damages for such infringement, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and
- (5) the right to apply for patents in foreign countries in its own name and to claim any priority rights to which such foreign applications are entitled under international conventions, treaties or otherwise.

Assignor further agrees to execute and deliver without further consideration any applications, assignments or other documents and to perform such other lawful acts

as Assignee, its successors and assigns may deem necessary to fully secure, maintain and enforce its rights, title or interest as outlined herein

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue to Assignee any patents which may be granted in accordance with this Assignment.

Dated: October 16, 2001

AUGUSTINE FUND, L.P.

By: Augustine Capital Management, LLC, its general partner

By: Thomas F. Sly

Title: Chief Operating Officer

Subscribed and sworn to before me on \_\_\_\_\_, 2001

Notary Public:

By: Sam S. Ahn  
Sam S. Ahn

By:

Subscribed and sworn to before me on October 16, 2001

Notary Public:

Paula Monk

