

12-16-2003



Form PTO-1595
(Rev. 10/02) 12.11.03
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

102623728
PATENTS ONLY

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

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

1. Name of conveying party(ies):
AUGUSTINE FUND, L.P.

Additional name(s) of conveying party(ies) attached? Yes No

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

Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 02/06/2003

Street Address: 550 CLUB DRIVE, SUITE 440

City: MONTGOMERY State: TX Zip: 77316

Additional name(s) & address(es) attached? Yes No

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) 4,850,957
4,994,067; 5,087,265; 5,342,387

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: NICK A. NICHOLS, JR

Internal Address: NICK A. NICHOLS, JR., P.C.

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41).....\$ 400.00
 Enclosed
 Authorized to be charged to deposit account

Street Address: P. O. BOX 16399

City: SUGAR LAND State: TX Zip: 77496-6399

8. Deposit account number: _____

103 DEC 11 AM 9:32
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

NICK A. NICHOLS, JR. *Nick A. Nichols, Jr.* 12-08-03
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 9

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

12/15/2003 LMWELLER 00000233 09094371

01 FC:0021

400.00 OP

PATENT
REEL: 014782 FRAME: 0023

Continuation of Item 4:

B. Patent No.(s): 5,370,651
5,431,673
5,607,445
5,695,519
5,728,129

ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 6th day of February, 2003 ("Effective Date"), Augustine Fund, L.P., an Illinois limited partnership having offices at 141 West Jackson Boulevard, Suite 2182, Chicago, Illinois 60604 ("Assignor"), and Dr. David P. Summers, PhD. ("Assignee"), agree as follows:

WHEREAS, on or about March 3, 1999 Assignor and American BioMed, Inc. ("ABI") entered into a securities purchase agreement (Purchase Agreement) 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, after previous assignments of certain patents included in the Collateral, the Collateral now includes all patents, patent licenses and trademarks with respect to the patents and trademarks shown on Schedule 1 hereto (the "Subject Patents, Patent Rights and Trademarks").

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

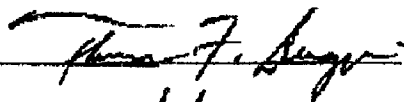
1. Assignor owns the right, title, and interest in and to the Subject Patents, Patent Rights and Trademarks owned by ABI at the time of the filing of ABI's bankruptcy. Assignor expressly makes no representation regarding whether any of the Subject Patents, Patent Rights and Trademarks has expired, been abandoned, has any market value or otherwise may be worthless.
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, Patent Rights and Trademarks, the inventions claimed therein, and all accrued causes of action for damages for infringement thereof.

3. As full payment for the assignment and transfers herein, on the Effective Date, Assignee shall cause 25,000 shares of free-trading common stock of Endovasc, Ltd. Incorporation to be delivered to the Assignor (the "Stock") no later than February 14, 2003. The Stock shall not bear any restrictive legend and shall be immediately saleable in public or private sales. Notwithstanding the foregoing, Assignor agrees that, on any day, it will limit its public sales of the Stock to an amount up to, but not more than, 10% of that day's volume of publicly traded shares of Endovasc, Ltd. Incorporated, as published by NASDAQ. For example, if the daily trading volume on a given day is 40,000 shares, Assignor may sell up to 4,000 shares that day. If Assignor sells less than 10% in a given day, such shortfall is not carried over to a later date. The selling limit is calculated each day based on that day's volume. If Assignor makes a private sale of any of the Stock, it agrees that the buyer of such Stock must agree to the 10% selling limit proportionate to the amount purchased by it. For example, if Assignor sells one-half of the Stock to a private buyer, such private buyer would be required to limit its daily sales of such Stock to not more than 5% of that day's volume in the stock. Assignor's sales also would be limited to 5% of that day's volume in the stock.
4. Assignor shall execute and deliver to Assignee the Assignment, 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, Patent Rights and Trademarks to Assignee, to the fullest extent possible. Assignor further agrees to perform any 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, Patent Rights and Trademarks, 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, Patent Rights and Trademarks, 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. 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, Patent Rights and Trademarks in order for the transfer and assignment of any of the Subject Patents, Patent Rights and Trademarks under this Agreement to be legally effective.

7. To the best of Assignor's knowledge, upon consummation of this Agreement, Assignee shall have good and marketable title to the Subject Patents, Patent Rights and Trademarks, 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: 
Date 2/6/03

DR. DAVID P. SUMMERS, PhD.


By: 
Date: 2/6/13

EXHIBIT A

PATENT ASSIGNMENT

STATE OF ILLINOIS)
COOK 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 the patents, patent interests and trademarks set forth on Schedule 1 to the Assignment Agreement (collectively referred to the "Patents and Trademarks");

AND WHEREAS Dr. David P. Summers, PhD. ("Assignee") is desirous of acquiring the entire right, title, and interest in and to the Patents and Trademarks;

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) all of its right, title, and interest in and to the Patents and Trademarks;
- (2) all of its right, title and interest in and to any United States or foreign patents and trademarks which may issue with respect to the Patents and Trademarks;
- (3) all of its right, title and interest in and to any renewals, reissues, divisions, substitutions, continuations, continuations-in-part and extensions of the Patents Trademarks and that may be filed with respect to the inventions covered by the Patents and Trademarks;
- (4) all rights of action arising from the Patents and Trademarks and any patents that may issue with respect to inventions covered by the Patents and Trademarks, all claims for damages by reason of past infringement of the Patents and Trademarks 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 and trademarks which may be granted in accordance with this Assignment.

Dated: February 6, 2003

AUGUSTINE FUND, L.P.

By: Augustine Capital Management, LLC

By: *Tom F. Day*

Title: *CEO*

Subscribed and sworn to before me on *February 6*, 2003

Notary Public: *Mary Rose Rosengurst*

My commission expires on *5/10/04*



DR. DAVID P. SUMMERS, PhD

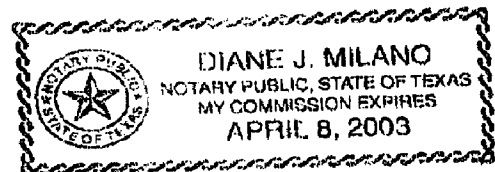
By: *David P. Summers, PhD*

Title: *CEO*

Subscribed and sworn to before me on *February 10*, 2003

Notary Public: *Diane J. Milano*

My commission expires on *April 8, 2003*



SCHEDULE 1

The patents and trademarks that are being assigned pursuant to this Assignment Agreement are as follows:

Patent Nos.

4,850,957 (Atherectomy Catheter, issued July 25, 1989)
4,994,067 (Distal Atherectomy Catheter, issued February 19, 1991)
5,087,265 (Distal Atherectomy Catheter, issued February 11, 1992)
5,342,387 (Artificial Support for a Blood Vessel, issued August 30, 1994)
5,370,651 (Distal Atherectomy Catheter, issued December 6, 1994)
5,431,673 (Distal Atherectomy Catheter, issued July 11, 1995)
5,607,445 (Stent for Supporting a Blood Vessel, issued March 4, 1997)
5,695,519 (Percutaneous Filter for Carotid Angioplasty, issued December 9, 1997)
5,728,129 (Distal Atherectomy Catheter, issued March 17, 1998)
Germany Patent #DE 69027029 (T2) ((Herzunterstuetzungspumpe, issued January 23, 1997)
European Patent Office Patent #EP 480,101 (B1) (Heart Assist Pump, issued May 15, 1996)
Australia Patent #AU 651,950 (B2) (Improved distal Atherectomy Catheter, issued August 11, 1994)
Canada Patent #CA 2,063,741 (P) (Distal Atherectomy Catheter, issued January 23, 1992)
Germany Patent #DE 69027681 (T2) (Atherektomiekatheter, issued February 20, 1997)
European Patent Office #EP 484,424 (B1) (Improved Distal Atherectomy Catheter, issued July 3, 1996)
Spain Patent #ES 2,089,023 (P) (Cateter De Aterectomia Distal Mejorado, issued November 16, 1996)
Finland Patent #FI 9200301 (AO) (Foerbaettrrad Fjaerrstyrtd Kateter Foer Avlaegsnande Av Aoderfoerkalming, issued January 23, 1992)
Japan Patent #JP 5,501,074 (T2) (Distal Atherectomy Catheter, issued March 4, 1993)
Norway Patent #NO 9,200,322 (A) (Distalt Atherectomy-Kateter, issued March 12, 1992)
Russia Patent #RU 2068239 (C1) Atheroectomic Catheter for Removing Embolic Material, issued October 27, 1996)
U. S. Patent Application #s/n 09/094,371 (Endoprosthesis, filed March 27, 2001)
Canada Patent #CA 2,138,394 (Method and Apparatus for Making a Stent, issued December 16, 1994)
Germany Patent DE 69,322,644 (Stent Und Verfahren Zum Herstellen, issued January 28, 1999)

European Patent Office #EP 647,148 (B1) (Stent and Method for Making, issued

December 16, 1998)

Japan Patent Application #JP 93502460 (Artificial Support for a Blood Vessel,
filed June 16, 1993)

United Kingdom Patent #647148 (Stent and Method for Making, issued December
16, 1998)

Australia Patent #AU 9,518,335 (A1) (Spinal Disk Surgical Instrument, issued
August 14, 1996)

European Patent Office #EP 751,746 (A1) (Spinal Disk Surgical Instrument,
issued January 8, 1997)

Australia Patent #AU 641,430 (B2) (Heart Assist Pump, issued September 23,
1993))

Finland Patent #FI 9,004,970 (A) Hjaelpump For Hjaerta, issued April 10, 1992)

Norway Patent #NO 9,004,321 (A) Hjelpepumpe for Hjerte, issued April 6, 1992)

Australia Patent #AU 643,234 (Helifoil Pump, issued November 11, 1993)

European Patent Office #EP 480,102 (A1) (Helifoil Pump, issued April 15, 1992)

Trademarks

OMNICATH- U.S. Trademark Registration #1,853,010 (registered September 6,
1994)

CATHLAB CORPORATION and Design- U.S. Trademark Registration #1,581,338
(registered February 6, 1990)