

2/17/04

Docket No.: PHELL-011 (56249-000)

02-19-2004

FORM PTO-1595 (Modified)
(Rev. 03-01)
OMB No. 0651-0027 (exp.5/31/2002)
POBA/REV03

EET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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OFFICE

102673220

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

1. Name of conveying party(ies): Photoelectron Corporation

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

Name: Carl-Zeiss-Stiftung doing business as Carl Zeiss

Address: Carl Zeiss Strasse 22

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

City: Oberkochen State/Prov.: _____

Country: Germany ZIP: 73447

Execution Date: June 4, 2003

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

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

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

Patent Application No.	Filing date
<u>10/718,506</u>	<u>11/20/2003</u>
<u>10/005,290</u>	<u>12/4/2001</u>
<u>10/005,289</u>	<u>12/4/2001</u>
<u>10/133,048</u>	<u>4/26/2002</u>

B. Patent No.(s)

<u>5,153,900</u>	<u>5,452,720</u>	<u>5,635,709</u>
<u>5,369,679</u>	<u>5,528,652</u>	<u>5,428,658</u>
<u>5,422,926</u>	<u>5,511,107</u>	<u>5,566,221</u>
<u>5,442,678</u>	<u>5,623,139</u>	<u>5,621,780</u>

Additional numbers Yes No

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

Name: Mark G. Lappin, P.C.

Registration No. 26,618

Address: 28 State Street

City: Boston State/Prov.: MA

Country: U.S.A. ZIP: 02109

6. Total number of applications and patents involved: **37**

7. Total fee (37 CFR 3.41):.....\$ 1,480.00

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

50-1133

(Attach duplicate copy of this page if paying by deposit account)

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.

Mark G. Lappin, P.C.

Name of Person Signing

[Signature]
Signature

2/11/04
Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 014981 FRAME: 0591

PATENTS ONLY

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Photoelectron Corporation

Additional names(s) of conveying party(ies) Yes No

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

Name: **Carl-Zeiss-Stiftung doing business as Carl Zeiss**

Address: **Carl Zeiss Strasse 22**

City: **Oberkochen** State/Prov.: _____

Country: **Germany** ZIP: **73447**

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

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Security Agreement Change of Name

Other Asset Purchase Agreement

Execution Date: **June 4, 2003**

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

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Patent Application No.	Filing date	B. Patent No.(s)		
10/133,079	4/26/2002	5,748,699	6,320,932	6,480,567
10/481,392	12/19/2003	6,421,416	6,285,735	6,181,770
60/440,454	1/16/2003	6,302,581	6,301,328	6,111,932
60/440,483	1/16/2003	6,195,411	6,245,047	6,198,804

Additional numbers Yes No

6. Total number of applications and patents involved: **37**

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Registration No. **26,618**

Address: **28 State Street**

City: **Boston** State/Prov.: **MA**

Country: **U.S.A.** ZIP: **02109**

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(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.

Mark G. Lappin, P.C. _____ **2/11/04**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

PATENTS ONLY

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

1. Name of conveying party(ies): 2004 FEB 17 AM 11: 03
Photoelectron Corporation
 FINANCE SECTION

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
 Name: Carl-Zeiss-Stiftung doing business as Carl Zeiss
 Address: Carl Zeiss Strasse 22

City: Oberkochen State/Prov.: _____
 Country: Germany ZIP: 73447

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

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 Security Agreement Change of Name
 Other Asset Purchase Agreement

Execution Date: June 4, 2003

4. Application number(s) or patent numbers(s):
 If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.	Filing date	B. Patent No.(s)
		6,480,568
		6,480,573
		6,493,419
		6,658,086
		6,556,651

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Mark G. Lappin, P.C.
 Registration No. 26,618
 Address: 28 State Street

City: Boston State/Prov.: MA
 Country: U. S. A. ZIP: 02109

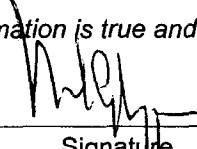
6. Total number of applications and patents involved: **37**

7. Total fee (37 CFR 3.41):.....\$ 1,480.00
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Mark G. Lappin, P.C.  2/11/04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of June 4, 2003, by and among David M. Nickless ("Trustee"), chapter 7 trustee of the estate of Photoelectron Corporation ("Debtor"), and Carl Zeiss, Oberkochen, an entity formed under the laws of Germany ("Purchaser").

WITNESSETH

WHEREAS, on May 2, 2003 (the "Filing Date"), Debtor filed a voluntary petition (the "Petition") for relief under chapter 7 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court");

WHEREAS, by notice of appointment dated May 5, 2003, Trustee was appointed interim chapter 7 trustee of Debtor's estate, and he is currently serving in that capacity;

WHEREAS, pursuant to Section 541 of the Bankruptcy Code, Trustee controls title to the assets relating to Debtor's development, manufacturing, licensing and sale of miniature x-ray systems for a variety of applications in healthcare and non-healthcare related markets (the "Business");

WHEREAS, subject to the terms and conditions hereof, Trustee desires to sell to Purchaser, and Purchaser desires to purchase from Trustee, all of Trustee's right, title and interest in and to the assets relating to the Business, in "as is" and "where is" condition, free and clear of all liens, claims and encumbrances, and subject to higher or better offers; and

WHEREAS, upon the terms and subject to the conditions set forth herein, Trustee intends to request that the Bankruptcy Court authorize and approve the transactions contemplated by this Agreement pursuant to Sections 105, 363 and 365 of the Bankruptcy Code.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 PURCHASE AND SALE OF ASSETS

1.1. Sale of Assets. Purchaser hereby agrees to purchase from Trustee, and Trustee hereby agrees to sell, convey, transfer, assign and deliver to Purchaser, all of Trustee's right, title and interest in and to the assets related to the Business all of which are listed and/or described on Exhibit A attached hereto (collectively, the "Assets"), subject to higher and better offers. Notwithstanding the above, the Assets shall not include any contracts, accounts receivable, cash or cash equivalents. Purchaser shall acquire the Assets in "as is" and "where is" condition, with no representations or warranties whatsoever, except for a representation and a warranty of good title, free and clear of any liens, claims and encumbrances of any kind or nature pursuant to an order of the Bankruptcy Court under Sections 105(a) and 363 of the Bankruptcy Code. Purchaser shall not assume and shall not be deemed to have assumed any liabilities, obligations and commitments of Debtor or otherwise attributable to the Assets of any kind or nature, whether accrued, contingent, known or unknown, or whether or not recorded on books and records,

including, without limitation, any liabilities which may be deemed to be "cure amounts" under Section 365 of the Bankruptcy Code due under any executory contracts of Debtor included as part of Assets or any liabilities arising under product warranty claims or otherwise.

1.2. Purchase Price and Payment. As full consideration for the sale by Trustee to Purchaser of Assets, at the Closing, Purchaser shall pay to Trustee a total purchase price of \$1,100,000 (the "Purchase Price").

1.3. Deposit. Within two (2) business days following the execution and delivery of this Agreement, Purchaser will deliver or cause to be delivered to Trustee, as escrow agent (the "Escrow Agent"), a certified or bank check in the amount of \$100,000 (the "Deposit"). The Deposit shall (i) be held by Escrow Agent in a segregated interest bearing account, (ii) only be released pursuant to the terms of this Agreement or as otherwise directed by an order of the Bankruptcy Court and (iii) except as set forth in Section 5.5, the Deposit shall not subject to any set-off or recoupment.

1.4. Time and Place of Closing. Provided that the Sale Order (as defined below) shall have been entered and the conditions to each party's obligation to consummate the transaction shall have been satisfied or waived, the closing of the purchase and sale provided for in this Agreement (the "Closing") shall be held at the offices of Goodwin Procter LLP, Exchange Place, Boston, MA, 02019, at a date and time to be mutually agreed upon, provided that such Closing shall occur no later than the earliest to occur of (a) June 30, 2003 or (b) the date which is three days following the satisfaction or waiver of the closing conditions set forth in Section 5 hereof (the "Closing Date").

1.5. Closing Deliveries.

(a) Deliveries by Trustee. In order to effectuate the transfers and assignments contemplated herein, Trustee will execute and deliver to Purchaser at Closing:

- (i) a bill of sale conveying title to the Assets to Purchaser;
- (ii) a certified copy of the Sale Order;
- (iii) acknowledgment of the receipt by Trustee of the aggregate Purchase Price and all other items to be delivered by Purchaser at Closing;
- (iv) a Settlement Statement for the transaction;
- (v) assignments and assumptions of all necessary or appropriate permits, approvals and licenses (collectively, the "Permits") transferring and assigning the Permits to Purchaser; and
- (vi) any other documents of operation, ownership, possession, transfer reasonably requested by Purchaser to effect the transaction contemplated hereby.

(b) Deliveries by Purchaser. Purchaser shall deliver to Trustee at the Closing, the following:

(i) payment of an amount equal to the aggregate Purchase Price less the Deposit; and

(ii) such documentation as reasonably requested by Trustee.

(c) Deliveries by the Escrow Agent to Trustee. The Escrow Agent shall deliver to Trustee, in his capacity as Trustee, at the Closing the Deposit.

1.6. Allocation of Purchase Price. Trustee and Purchaser agree to allocate the Purchase Price (and all other relevant amounts) among the Assets in accordance with the provisions of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Trustee and Purchaser shall agree upon a definitive allocation, and shall set forth such allocation in writing, as soon as practicable but in any event by December 31, 2003, and shall use such allocation in satisfying any and all reporting requirements of the Internal Revenue Service ("IRS") and any state, local or other taxing authority. Purchaser and Trustee also each agree to file IRS Form 8594 consistently with the foregoing and in accordance with Section 1060 of the Code.

1.7. Expenses. Except as otherwise set forth in this Agreement, Trustee and Purchaser acknowledge and agree that each of them shall bear (and hold the other harmless from) their own respective expenses incurred in connection with the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 2 REPRESENTATIONS AND WARRANTIES OF TRUSTEE

Trustee hereby makes to Purchaser the representations and warranties contained in this Section 2:

2.1. Authority of Trustee. Trustee has full right, authority, and power to enter into this Agreement as chapter 7 trustee of the estate of Debtor, and subject to the entry of the Sale Order, to carry out the transactions contemplated hereby.

2.2. Binding Effect. This Agreement constitutes the valid and binding obligation of Trustee enforceable in accordance with its terms, subject to the entry of the Sale Order.

2.3. Assets Used in Business. The assets set forth on Exhibit A constitute all of the assets used in the conduct of the Business by Debtor.

2.4. Warranty or Other Claims. There are no existing or threatened product liability, warranty or other similar claims, or any facts upon which a material claim of such nature would reasonably be expected to be based, against Debtor for products or services which are defective or fail to meet any product or service warranties.

2.5. Litigation. Neither Debtor nor Trustee has received written notice of any action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Debtor or Trustee which, if adversely determined, could individually or in the aggregate interfere with the consummation of the transaction contemplated by this Agreement, and, to the best of Trustee's knowledge, there are no such actions or proceedings threatened.

2.6. Intellectual Property. To the Trustee's knowledge, Exhibit A contains a complete and accurate list of (a) all patents, patent applications, patent rights, and inventions and discoveries and invention disclosures (whether or not patented), owned by Debtor or otherwise used in the Business, (b) trade names, trade dress, logos, packaging design, slogans, phone numbers, fax numbers, Internet domain names, registered and unregistered trademarks and service marks and related registrations and applications for registration owned by Debtor or otherwise used in the Business, and (c) copyrights in both published and unpublished works, including without limitation all compilations, databases and computer programs, manuals and other documentation and all copyright registrations and applications, and all derivatives, translations, adaptations and combinations of the above owned by Debtor or otherwise used in the Business, (d) know-how, trade secrets, confidential or proprietary information, research in progress, algorithms, data, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, Beta testing procedures and Beta testing results owned by Debtor or otherwise used in and, in either case, material to the Business and (e) goodwill, franchises, licenses, permits, consents, approvals, and claims of infringement against third parties (collectively, all of the assets listed above, the "Intellectual Property Assets"). Debtor exclusively owns or possesses, and upon consummation of the transactions contemplated hereby, Purchaser will acquire adequate and enforceable rights to use, without payment to a third party, all of the Intellectual Property Assets necessary for the operation of the Business, free and clear of all mortgages, pledges, charges, liens, equities, security interests, or other encumbrances or similar agreements.

SECTION 3 REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby makes the representations and warranties to Trustee contained in this Section 3.

3.1. Organization of Purchaser. Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of Germany with full power to conduct its business in the manner and in the places where such business is conducted by it.

3.2. Authority of Purchaser. Purchaser has full right, authority, and power to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery, and performance by Purchaser of this Agreement has been duly authorized by all necessary corporate action of Purchaser.

3.3. No Conflict. The execution, delivery and performance by Purchaser of this Agreement do not conflict with or violate any provision of Purchaser's certificate of incorporation or bylaws.

3.4. Binding Effect. This Agreement constitutes the valid and binding obligation of Purchaser enforceable in accordance with its terms, subject to the application of any bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect relating to creditors' rights generally, and the availability of specific performance or other equitable remedies (regardless of whether such enforcement is considered in a proceeding at law or in equity).

3.5. **Broker, Finders, etc.** Purchaser has not employed, nor is it subject to any valid claim of, any broker, finder, consultant or other intermediary in connection with the transactions contemplated by this Agreement who might be entitled to a fee or commission from Trustee in connection with such transactions. Purchaser will indemnify, defend and hold Trustee harmless from and against any such amounts.

SECTION 4 COVENANTS

Trustee and Purchaser hereby makes the covenants and agreements set forth in this Section 4.

4.1. **Submission for Bankruptcy Court Approval.** As soon as practicable, but in no event later than five (5) business days after the date hereof, Trustee shall file with the Bankruptcy Court and serve appropriate pleadings and documents and give appropriate notice of a motion to approve an order substantially in the form of that certain MOTION FOR ORDER (A) APPROVING BIDDING PROCEDURES GOVERNING PROPOSED SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS AND ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS; (B) APPROVING FORM AND MANNER OF NOTICE OF SALE; (C) AUTHORIZING PAYMENT OF BREAK-UP FEE; (D) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF DEBTOR'S ASSETS AND THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND (E) GRANTING RELATED RELIEF (the "Procedures Order"), a copy of which is attached hereto as Exhibit B. Once the Procedures Order is entered by the Bankruptcy Court, Trustee shall file with the Bankruptcy Court, serve and publish appropriate pleadings and documents required thereunder. All of the provisions of the Procedures Order, including, without limitation, the bidding procedures set forth therein at paragraph 2, shall apply in all respects. Trustee will provide Purchaser with copies of all non-confidential information provided by alternate bidders.

SECTION 5 CONDITIONS; TERMINATION

5.1. **Conditions to the Obligations of Trustee and Purchaser.** The obligation of Trustee and Purchaser to consummate this Agreement and the transactions contemplated hereby are subject to the condition precedent that the sale of the Assets from Trustee to Purchaser pursuant to this Agreement is approved by an order of the Bankruptcy Court (the "Sale Order") in form and substance reasonably satisfactory to Purchaser and Trustee and substantially in the form attached hereto as Exhibit C entitled ORDER APPROVING SALE OF SUBSTANTIALLY ALL OF DEBTORS ASSETS AND ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS, providing and authorizing that, among other things, (i) the sale, transfer, and assignment of the Assets by Trustee to Purchaser (a) will be a legal, valid and effective sale, transfer and assignment of the Assets; (b) will vest Purchaser with good and marketable title to the Assets free and clear of all liens, charges, claims, encumbrances and interests of any kind, nature or description; and (c) will constitute reasonably equivalent value and fair consideration under the relevant provisions of the Bankruptcy Code and applicable state law, (ii) the transactions contemplated by this Agreement are undertaken by Purchaser in good faith as the term is used in section 363(m) of the Bankruptcy Code and the protections of section 363(m) shall apply to such transactions, including the proper and effective assignment of governmental licenses and permits, and (iii) Purchaser shall be deemed not to be a successor of

Trustee and/or Debtor. Subject to receipt of higher and better offers as prescribed in the Procedures Order, Trustee shall use reasonable efforts to obtain entry of the Sale Order

5.2. Conditions to the Obligations of Purchaser. Purchaser shall not be obligated to close the transaction contemplated hereby unless each of the following conditions has been satisfied, except as provided below, any such condition may be waived in whole or in part by Purchaser in its sole discretion:

(a) entry of the Sale Order by the Bankruptcy Court following notice and hearing that has not been stayed, modified or reversed authorizing Trustee to enter into this Agreement and consummate the transactions contemplated herein;

(b) satisfactory proof of notice/publication of sale has been provided by Trustee to Purchaser;

(c) no decree, order or ruling of any nature whatsoever being in effect which has the effect of: (i) enjoining, delaying, restraining, prohibiting or obtaining damages or other relief as a result of the sale contemplated hereby, (ii) prohibiting or materially limiting the ownership or operation by Purchaser or any of their respective subsidiaries of all or any material portion of the Assets, or compelling Purchaser or any of their respective subsidiaries to dispose of or hold separate all or any material portion of the Assets; or (iii) requiring divestiture by Purchaser of any material property of the Business;

(d) after the date hereof, neither the United States Supreme Court or the United States Court of Appeals for the First Circuit shall have entered an order or issued an opinion, nor shall the Bankruptcy Code have been amended in such a manner, that Purchaser could reasonably conclude that, as a result of such order, opinion or amendment, the benefits and protection that would be provided to Purchaser or any of its subsidiaries or its affiliates by the Sale Order would be less protective in any material respect than under the current 11 U.S.C. § 363(m);

(e) there has been no material adverse change in the condition of the Assets, including without limitation, casualty loss or condemnation, since the date hereof, whether or not in the ordinary course of business;

(f) Trustee shall have delivered to Purchaser all of the documents and other items required to be delivered to Purchaser pursuant to the terms of this Agreement, including, but not limited to those provided for in Section 1.5 hereof;

(g) Trustee shall have performed and observed or caused to be performed and observed all covenants, undertakings, and obligations under this Agreement, and complied with or caused to be complied with all conditions required by this Agreement to be performed or complied with by Trustee as of the date of Closing;

(h) no claims, suits, litigation, labor disputes, arbitration, investigation, condemnation, administrative proceeding or other action or proceeding shall be pending or threatened in writing against Trustee which, notwithstanding the entry of the Sale Order, (i) could reasonably be expected to invalidate or make illegal the transactions contemplated under

this Agreement or the documents to be executed and delivered at Closing, or (ii) could reasonably be expected to have a materially adverse effect upon the Assets or the rights of Purchaser under the documents to be executed and delivered by Trustee at Closing;

(i) no federal, state or local law, statute, ordinance, rule or regulation nor any order of any governmental entity shall, since the date of this Agreement, have been enacted, entered, issued, promulgated or enforced by any governmental entity which prohibits or has a materially adverse impact upon the transaction contemplated by this Agreement;

(j) no governmental entity shall have notified in writing any party to this Agreement that consummation of the transaction contemplated by this Agreement would constitute a violation of any law, statute, ordinance, rule, regulation or order of any jurisdiction or that it intends to commence proceedings to restrain or prohibit such transaction or force divestiture or rescission, unless such governmental entity shall have withdrawn such notice and abandon any such proceeding prior to the time which otherwise would have been the date of Closing; and

(k) the representation and warranties set forth in Section 2 shall be true and correct in all material respects at and as of the Closing.

5.3. Pre-Closing Notice of Status of Conditions to Closing. In the absence of any event occurring after the Conditions Deadline (as defined below) that may materially and adversely affect the satisfaction of a condition in Section 5.1, the conditions set forth in Sections 5.1(e), 5.1(f), 5.1(h) and 5.1(i) shall be deemed to have been satisfied as of the Closing unless Purchaser provides written notice to Trustee in the manner provided for in Section 6.3 so that it may be received as of or before 4:30 p.m. on the last business day prior to the deadline established by the Bankruptcy Court pursuant to the Procedures Order for the submission of competing bids to purchase the Assets (the "Conditions Deadlines") that any such condition has not been satisfied, which notice shall set forth in reasonable detail the facts precluding satisfaction of such condition.

5.4. Overbid Procedures. Purchaser acknowledges that its purchase of the Assets from Trustee is "as is" and "where is", and subject to higher and better offers from third parties in the form of Qualified Bids (as defined in the Procedures Order). In the event of an acquisition by auction sale pursuant to Section 363 of the Bankruptcy Code of all or substantially all of the Assets by a person or entity other than Purchaser who has made a Qualified Bid, the procedures set forth in the Procedure Order shall apply to any such sale of the Assets. In the event any Qualified Bids from third parties are tendered to Trustee prior to the hearing before the Bankruptcy Court to approve the sale of Assets hereunder, Trustee shall promptly notify Purchaser as to the terms and conditions thereof.

5.5. Termination. This Agreement may be terminated at any time prior to the Closing (a) by the mutual written consent of Purchaser and Trustee, (b) by Purchaser or Trustee if the Closing has not occurred by June 30, 2003, (c) by Purchaser or Trustee if the Bankruptcy Court does not enter the Sale Order, (d) by Trustee if Purchaser has materially breached any representation, warranty, covenant or agreement in this Agreement such that the Closing cannot occur, or (e) by Purchaser if the Bankruptcy Court approves a Qualified Bid from another bidder,

if the Sale Order is entered into in a form not contemplated by this Agreement, or if Trustee has materially breached any representation, warranty, covenant or agreement in this Agreement such that the Closing cannot occur.

5.6. Effects of Termination.

(a) In the event that Trustee terminates this Agreement pursuant to Section 5.5(d) above, Trustee's sole and exclusive remedy with respect to Purchaser shall be the right to retain the Deposit as liquidated damages.

(b) In the event that Trustee enters or proposes to enter into a transaction or transactions for some or all of the Assets with a third party or parties and such transaction or transactions are approved by the Bankruptcy Court at the auction hearing to consider approval of this Agreement (an "Alternative Transaction") and Purchaser has neither breached nor wrongfully terminated this Agreement, in which event, in addition to the rights described in subsection (c) below, the Escrow Agent shall upon demand of Purchaser return the Deposit to Purchaser and Trustee shall pay Purchaser from the proceeds of the Alternative Transaction a break-up fee of \$150,000.

SECTION 6 MISCELLANEOUS

6.1. Governing Law and Waiver of Jury Trial. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Purchaser and Trustee agree that all actions and proceedings relating directly or indirectly to this Agreement or any ancillary agreement or any other obligations under this agreement shall be litigated in the Bankruptcy Court and shall be core proceedings pursuant to 28 U.S.C. §§157(b)(2)(A), (N) and (O). **BOTH PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN PURCHASER AND TRUSTEE.**

6.2. Survival of Warranties. All representations and warranties herein shall terminate upon and shall not survive the Closing.

6.3. Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if personally delivered upon receipt, or if sent by registered, certified or electronic mail, upon the sooner of the date on which receipt is acknowledged or the expiration of three (3) days after deposit in United States post office facilities properly addressed with postage prepaid. All notices to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

TO TRUSTEE:

Nickless & Phillips
Attn: David M. Nickless
495 Main Street
Fitchburg, MA 01420
Facsimile: (978) 343-6383

Email: dnickless.nandp@verizon.net

TO PURCHASER:

Carl Zeiss, Oberkochen
Attn: James J. Kelly
c/o Michael J. Pappone, PC
Goodwin Procter LLP
Exchange Place
Boston, MA 02109-2881
Facsimile: (617) 523-1231
Email: mpappone@goodwinprocter.com

Any notice given hereunder may be given on behalf of any party by its counsel or other authorized representatives.

6.4. Entire Agreement. This Agreement is complete, reflects the entire agreement of the parties with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings. No promises, representations, understandings, warranties, or agreements have been made by any of the parties hereto except as expressly written herein, and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein.

6.5. Assignability; Binding Effect. This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns. Purchaser may not assign this Agreement without the prior written consent of Trustee. Notwithstanding the foregoing, each of the parties hereto agrees that Purchaser shall have the right to assign all of its rights and obligations hereunder to any designee which is an affiliate of Purchaser.

6.6. Execution in Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts by facsimile, each of which shall be deemed an original, but all of which shall constitute one and the same document.

6.7. Amendments. This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each party hereto, or in the case of a waiver, the party waiving compliance.

6.8. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions thereof.

6.9. Construction. The parties acknowledge that each party and its counsel have reviewed this Agreement, and that the normal rule of construction to the effect that any

ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

DATE: JUN. 4. 2003. 2:05PM 19:30 CARL ZEISS INC. ISS CG-CB

FAX: +49 7384 202117 NO. 386

P. 12
PAGE 11

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

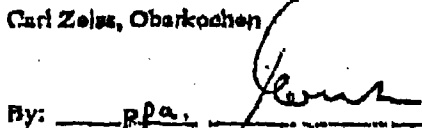
TRUSTEE:



DAVID M. NICKLESS, Chapter 7 Trustee of the Estate of Photoelectron Corporation

PURCHASER:

Carl Zeiss, Oberkochen



By: ppa.
Name: Dr. Ludwin Hone
Title: Executive Vice President & General Manager
Carl Zeiss, Medical Systems Group

L110/1724990.7

94

EXHIBIT A**Assets**

- (a) Each item set forth and/or on Schedule B of the Petition, exclusive of accounts receivable, cash or cash equivalents.
- (b) Except as specifically excluded in Section 1.1, each asset of the Debtor not included in (a) above which is located at 9 Executive Park Drive, North Billerica, Massachusetts or was used by the Debtor in the operation of the Business, including, but not limited to, all equipment, furnishings, supplies, transferable licenses, machinery and inventory.
- (c) Purchaser may elect at any time prior to the Closing, at its sole discretion, to exclude from the purchase any Asset listed on this Exhibit A. Any such exclusion will not affect the Purchase Price.

EXHIBIT B

Procedures Order

In re Photoelectron Corporation

Case No. _____

Debtor

SCHEDULE B. PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Citizens Bank Account No. 1002-01-01-950	-	0.00
		Citizens Bank Account No. 1905-01-01-950	-	0.00
		Smith Barney - MMF Account No. 1005-01-01-950	-	0.00
		Smith Barney - Options Account No. 1006-01-01-950	-	0.00
		Citizens Bank MM Act Account No. 113491-066-2	-	0.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
			Sub-Total >	0.00
			(Total of this page)	

3 continuation sheets attached to the Schedule of Personal Property

In re Photoelectron Corporation

Case No. _____

Debtor

SCHEDULE B. PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.		Non Vested Portion of Company 401K Plan	-	Unknown
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
13. Interests in partnerships or joint ventures. Itemize.	X			
14. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
15. Accounts receivable.		Carl Zeiss, Inc.	-	7,127.36
		Carl Zeiss - Europe	-	930.00
		EJE Research	-	4,215.18
		University College London	-	107,326.98
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
17. Other liquidated debts owing debtor including tax refunds. Give particulars.	X			

Sub-Total > 119,599.52
(Total of this page)

Sheet 1 of 3 continuation sheets attached
to the Schedule of Personal Property

In re Photoelectron Corporation
 Debtor

Case No. _____

SCHEDULE B. PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	X			
19. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
21. Patents, copyrights, and other intellectual property. Give particulars.		Foreign Patents See Attached List	-	Unknown
		U.S. Patents See Attached List	-	Unknown
22. Licenses, franchises, and other general intangibles. Give particulars.	X			
23. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
24. Boats, motors, and accessories.	X			
25. Aircraft and accessories.	X			
26. Office equipment, furnishings, and supplies.	X			
27. Machinery, fixtures, equipment, and supplies used in business.		Miscellaneous Machinery, Fixtures, Equipment and Supplies	-	281,340.32
28. Inventory.		Miscellaneous Inventory	-	1,707,245.36
29. Animals.	X			
			Sub Total >	1,988,585.68
			(Total of this page)	

Sheet 2 of 3 continuation sheets attached to the Schedule of Personal Property

In re Photoelectron Corporation
Debtor

Case No. _____

SCHEDULE B. PERSONAL PROPERTY
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Market Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
30. Crops - growing or harvested. Give particulars.	X			
31. Farming equipment and implements.	X			
32. Farm supplies, chemicals, and feed.	X			
33. Other personal property of any kind not already listed.	X			

Sub-Total > 0.00
(Total of this page)
Total > 2,108,185.20

(Report also on Summary of Schedules)

Sheet 3 of 3 continuation sheets attached
to the Schedule of Personal Property

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Best Case Bankruptcy

PATENT
REEL: 014981 FRAME: 0610

EXHIBIT B -21

US Trademark Status
 Printed: Thursday, April 03, 2003

PHOTOELECTRON CORP

Docket Number	INVE Number	Status	Country	Trademark Name	AppNumber	FileDate	RegNumber	RegDate
PHLL-0125	056249-0011	Registered	US	PeC (STYLIZED)	74/228317	12/9/1991	1875868	1/24/1995
PHLL-0148	056249-0083	Abandoned	US	ACCUBEAM	75/871018	12/13/1999		
PHLL-0149	056249-0084	Registered	US	INTRABEAM	75/871021	12/13/1999	2610253	8/20/2002
PHLL-0164	056249-0108	Abandoned	US	XSEED	76/172223	11/28/2000		
PHLL-0165	056249-0109	Published	US	X-SEED	76/172213	11/28/2000		
PHLL-0166	056249-0112	Published	US	LASERX	76/207279	2/9/2001		
PHLL-0167	056249-0113	Published	US	LASER-X	76/208228	2/9/2001		
PHLL-0168	056249-0114	Published	US	MICROX	76/207282	2/9/2001		
PHLL-0169	056249-0115	Published	US	MICRO-X	76/207283	2/9/2001		

Foreign Trademark Status
Printed: Thursday, April 03, 2003

PHOTOELECTRON CORPORATION

Docket Number	MVE Number	Status	Country	Trademark Name	App Number	File Date	Reg Number	Reg Date
PHIL-0165CTM	056249-0127	Registered	EU	X-SEED	002235844	5/29/2001	002235844	7/22/2002
PHIL-0167CTM	056249-0136	Pending	EU	LASER-X	002324127	8/1/2001		
PHIL-0167JP	056249-0137	Pending	JP	LASER-X	2001-72262	8/8/2001		

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PHOTOELECTRON CORPORATION

FOREIGN PATENT STATUS
Thursday, April 03, 2003

<u>DocId</u>	<u>MWE No.</u>	<u>City</u>	<u>Title</u>	<u>App. No.</u>	<u>File Date</u>	<u>Pat. No.</u>	<u>Grant Date</u>	<u>Status</u>
PHLL-0110AU	056249-0013	AU	MINIATURIZED LOW POWER X-RAY SOURCE	85028/91	8/30/1991	652574	8/30/1991	Abandoned
PHLL-0110AUDV	056249-0014	AU	METHOD FOR TREATING BRAIN TUMORS	79154/94	8/30/1991	663268	8/30/1991	Abandoned
PHLL-0110CA	056249-0015	CA	MINIATURIZED LOW POWER X-RAY SOURCE	2090718	8/30/1991	2090718	5/30/2000	Abandoned
PHLL-0110CH	056249-0132	CH	MINIATURIZED LOW POWER X-RAY SOURCE	91916517.5	8/30/1991	0547139	12/19/2001	Granted
PHLL-0110DE	056249-0129	DE	MINIATURIZED LOW POWER X-RAY SOURCE	91916517.5	8/30/1991	1219276508	12/19/2001	Granted
PHLL-0110EP	056249-0016	EP	MINIATURIZED LOW POWER X-RAY SOURCE	91916517.5	8/30/1991	0547139	12/19/2001	Granted

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PHOTOELECTRON CORPORATION

FOREIGN PATENT STATUS

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Doc. No.	MVE No.	City	Title	Inventor(s)	App. No.	File Date	Pat. No.	Grant Date	Status
PHLL-0110FR	056249-0128	FR	MINIATURIZED LOW POWER X-RAY SOURCE	DINSMORE, MARK NOMIKOS, PETER M. SLISKI, ALAN	91916517.5	8/30/1991	0547139	12/19/2001	Granted
PHLL-0110IT	056249-0130	IT	MINIATURIZED LOW POWER X-RAY SOURCE	DINSMORE, MARK NOMIKOS, PETER M. SLISKI, ALAN	91916517.5	8/30/1991	0547139	12/19/2001	Granted
PHLL-0110JP	056249-0017	JP	MINIATURIZED LOW POWER X-RAY SOURCE	DINSMORE, MARK T. NOMIKOS, PETER M. SLISKI, ALAN P.	03-515154	8/30/1991	2623372	4/11/1997	Granted
PHLL-0110KR	056249-0018	KR	MINIATURIZED LOW POWER X-RAY SOURCE	DINSMORE, MARK T. NOMIKOS, PETER M. SLISKI, ALAN P.	700670/93	8/30/1991	255723	2/16/2000	Abandoned
PHLL-0110NL	056249-0134	NL	MINIATURIZED LOW POWER X-RAY SOURCE	DINSMORE, MARK T. NOMIKOS, PETER M. SLISKI, ALAN P.	91916517.5	8/31/1991	0547139	12/19/2001	Granted
PHLL-0110PC		WO	MINIATURIZED LOW POWER X-RAY SOURCE	DINSMORE, MARK T. NOMIKOS, PETER M. SLISKI, ALAN P.	PC/US91/06271	8/30/1991			Abandoned

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Patent No.	App. No.	File Date	Pat. No.	Grant Date	Status
PHLL-0110SE	91916517.5	8/30/1991	0547139	12/19/2001	Granted
PHLL-0110SP	91816517.5	8/30/1991	0547139	12/19/2001	Granted
PHLL-0110UK	91916517.5	8/30/1991	0547139	12/19/2001	Granted
PHLL-0111CP3D	392/MAS/95	3/30/1995			Abandoned
PHLL-0111CPID	391/MAS/95	3/30/1995			Abandoned
PHLL-0111JP	06-509386	10/1/1993	2093107	9/18/1996	Abandoned

Doc. No.	App. No.	City	Inventor(s)	Title
PHLL-0110SE	056249-0131	SE	DINSMORE, MARK NOMIKOS, PETER M. SLISKI, ALAN	MINIATURIZED LOW POWER X-RAY SOURCE
PHLL-0110SP	056249-0133	ES	DINSMORE, MARK NOMIKOS, PETER M. SLISKI, ALAN	MINIATURIZED LOW POWER X-RAY SOURCE
PHLL-0110UK	056249-0135	GB	DINSMORE, MARK NOMIKOS, PETER M. SLISKI, ALAN	MINIATURIZED LOW POWER X-RAY SOURCE
PHLL-0111CP3D	056249-0022	IN	DINSMORE, MARK NOMIKOS, PETER M. SLISKI, ALAN	X-RAY SOURCE WITH IMPROVED BEAM STEERING
PHLL-0111CPID	056249-0023	IN	DINSMORE, MARK T. SMITH, DONALD O.	X-RAY SOURCE WITH SHAPED RADIATION PATTERN
PHLL-0111JP	056249-0024	JP	DINSMORE, MARK T. HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.	LOW POWER X-RAY SOURCE WITH IMPLANTABLE PROBE FOR TREATMENT

PHOTOELECTRON CORPORATION

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Thursday, April 03, 2003

DocId/No.	INVE No.	Clas	Title	Inventor(s)	App No.	File Date	Pat No.	Grant Date	Status
PHLL-0111PC	056249-0025	WO	LOW POWER X-RAY SOURCE WITH IMPLANTABLE PROBE FOR TREATMENT	HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.	PC/US93/09474	10/1/1993			Abandoned
PHLL-0117PC	056249-0028	WO	METHOD FOR TREATING BRAIN TUMORS	BEATTY, JOHN F. BIGGS, PETER J. HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.	PC/US94/09023	8/5/1994			Abandoned
PHLL-0118AAU	056249-0030	AU	X-RAY PHANTOM APPARATUS	SLISKI, ALAN P.	31326/95	7/18/1995	690313	7/18/1995	Abandoned
PHLL-0118ACA	056249-0031	CA	X-RAY PHANTOM APPARATUS	SLISKI, ALAN P.	2195651	7/18/1995			Abandoned
PHLL-0118AEP		EP	X-RAY PHANTOM APPARATUS	SLISKI, ALAN P.	95927234.5	7/18/1995			Abandoned
PHLL-0118AJP	056249-0032	JP	X-RAY PHANTOM APPARATUS	SLISKI, ALAN P.	08-506543	7/18/1995			Abandoned
PHLL-0118APC	056249-0033	WO	X-RAY PHANTOM APPARATUS	SLISKI, ALAN P.	PC/US95/08010	7/18/1995			Pending
PHLL-0118BAU	056249-0035	AU	CCD X-RAY DENSITOMETER SYSTEM	SLISKI, ALAN P.	31965/95	7/18/1995	691956	7/18/1995	Abandoned
PHLL-0118BCA	056249-0036	CA	CCD X-RAY DENSITOMETER SYSTEM	SLISKI, ALAN P.	2195652	7/18/1995			Abandoned
PHLL-0118BEP	056249-0037	EP	CCD X-RAY DENSITOMETER SYSTEM	SLISKI, ALAN P.	95928082.7	7/18/1995			Abandoned
PHLL-0118BJP	056249-0038	JP	CCD X-RAY DENSITOMETER SYSTEM	SLISKI, ALAN P.	08-506544	7/18/1995			Abandoned

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Thursday, April 03, 2003

Patent No.	App No.	File Date	Grant Date	Status
PHLL-0118BPC	PC/US95/09015	7/18/1995		Pending
PHLL-0119AU	72598/96	10/4/1998	7/15/1999	Abandoned
PHLL-0119CA	2234276	10/4/1998	2234276	5/30/2000
PHLL-0119CI	96168755.3	10/4/1996		Abandoned
PHLL-0119EP	96934099.1	10/4/1996		Abandoned
PHLL-0119JP	09-515122	10/4/1996		Abandoned

Title

Inventor(s)

MVE No. City

WO

AU

CA

CN

EP

JP

CCD X-RAY DENSITOMETER SYSTEM

SLISKI, ALAN P.
METHOD AND APPARATUS FOR
MEASURING RADIATION DOSE
DISTRIBUTION

DALTERIO, MICHAEL
SLISKI, ALAN P.

SMITH, DONALD O.
METHOD AND APPARATUS FOR
MEASURING RADIATION DOSE
DISTRIBUTION

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Doclet No.	MVE No.	City	Title	Inventor(s)	App. No.	File Date	Pat. No.	Grant Date	Status
PHLL-0119KR	056249-0046	KR	METHOD AND APPARATUS FOR MEASURING RADIATION DOSE DISTRIBUTION	DALTERIO, MICHAEL SLISKI, ALAN P. SMITH, DONALD O.	702670/98	10/4/1996			Abandoned
PHLL-0119PC	056249-0047	WO	METHOD AND APPARATUS FOR MEASURING RADIATION DOSE DISTRIBUTION	DALTERIO, MICHAEL SLISKI, ALAN P. SMITH, DONALD O.	PC/US98/16065	10/4/1996			Pending
PHLL-0120AU	056249-0049	AU	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	DALTERIO, MICHAEL SLISKI, ALAN P. SMITH, DONALD O.	16862/95	1/19/1995	686741	1/19/1995	Abandoned
PHLL-0120CA	056249-0050	CA	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	DINSMORE, MARK T. HARTE, KENNETH J. OETTINGER, PETER E. SLISKI, ALAN P. SMITH, DONALD O.	2181799	1/19/1995			Abandoned
PHLL-0120CI	056249-0051	CN	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	DINSMORE, MARK T. HARTE, KENNETH J. OETTINGER, PETER E. SLISKI, ALAN P. SMITH, DONALD O.	951292068.5	1/19/1995	70084	3/29/2001	Abandoned

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PHOTOELECTRON CORPORATION
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<u>Docket No.</u>	<u>MVE No.</u>	<u>City</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>App. No.</u>	<u>File Date</u>	<u>Pat. No.</u>	<u>Grant Date</u>	<u>Status</u>
PHLL-0120EP	056249-0052	EP	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	HARTE, KENNETH J. OETTINGER, PETER E.	95908611.7	1/19/1995			Pending
PHLL-0120EP-DV1	056249-0053	EP	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	DINSMORE, MARK T. HARTE, KENNETH J. OETTINGER, PETER E. SLISKI, ALAN P.	98112612.1	7/8/1998			Abandoned
PHLL-0120EP-DV2	056249-0054	EP	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	SMITH, DONALD O.	98112613.9	7/8/1998			Abandoned
PHLL-0120ID	056249-0055	IN	X-RAY SOURCE WITH FLEXIBLE PROBE	DINSMORE, MARK T. HARTE, KENNETH J. OETTINGER, PETER E. SLISKI, ALAN P. SMITH, DONALD O.	393/JMAS/95	3/30/1995			Abandoned
PHLL-0120JP	056249-0056	JP	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	HARTE, KENNETH J. OETTINGER, PETER E.	07-519687	1/19/1995	3110463	9/14/2000	Granted
			X-RAY SOURCE WITH SHAPED RADIATION PATTERN	DINSMORE, MARK T. HARTE, KENNETH J. OETTINGER, PETER E. SLISKI, ALAN P. SMITH, DONALD O.					

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Thursday, April 03, 2003

<u>Docket No.</u>	<u>MWE No.</u>	<u>City</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>App No.</u>	<u>File Date</u>	<u>Pat No.</u>	<u>Grant Date</u>	<u>Status</u>
PHLL-0120KR	056249-0057	KR	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	DINSMORE, MARK T. HARTE, KENNETH J. OETTINGER, PETER E. SLISKI, ALAN P.	703942/96	1/19/1995			Abandoned
PHLL-0120MX	056249-0058	MX	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	SMITH, DONALD O.	962886	7/19/1995	198111	8/18/2000	Granted
PHLL-0120PC	056249-0059	WO	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	DINSMORE, MARK T. HARTE, KENNETH J. OETTINGER, PETER E. SLISKI, ALAN P. SMITH, DONALD O.	PCUS95/00824	1/19/1995			Pending
PHLL-0120RU	056249-006	RU	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	DINSMORE, MARK T. HARTE, KENNETH J. OETTINGER, PETER E. SLISKI, ALAN P. SMITH, DONALD O.	96116700	1/19/1995	2155413	8/27/2000	Abandoned

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Thursday, April 03, 2003

<u>Doc#1 No.</u>	<u>MWE No.</u>	<u>City</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>App. No.</u>	<u>File Date</u>	<u>Pat. No.</u>	<u>Grant Date</u>	<u>Status</u>
PHLL-0124AFC	056249-0063	WO	X-RAY APPARATUS FOR APPLYING A PREDETERMINED FLUX TO AN INTE RIOR SURFACE OF A BODY CAVITY	HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.	PC/US96/08350	7/3/1996			Abandoned
PHLL-0124B2CA	056249-0065	CA	IMPROVED APPARATUS FOR APPLYING X-RAYS TO AN INTERIOR SURFACE OF A BODY CAVITY	SMITH, DONALD O.	2233960	10/4/1996			Abandoned
PHLL-0124B2CI	056249-0066	CN	IMPROVED APPARATUS FOR APPLYING X-RAYS TO AN INTERIOR SURFACE OF A BODY CAVITY	SMITH, DONALD O.	96198516.X	10/4/1996			Abandoned
PHLL-0124B2EP	056249-0067	EP	IMPROVED APPARATUS FOR APPLYING X-RAYS TO AN INTERIOR SURFACE OF A BODY CAVITY	SMITH, DONALD O.	96938617.6	10/4/1996			Pending
PHLL-0124B2JP	056249-0068	JP	IMPROVED APPARATUS FOR APPLYING X-RAYS TO AN INTERIOR SURFACE	SMITH, DONALD O.	09-514489	10/4/1996			Pending
PHLL-0124B2KR	056249-0069	KR	IMPROVED APPARATUS FOR APPLYING X-RAYS TO AN INTERIOR SURFACE	SMITH, DONALD O.	702549/98	10/4/1996			Abandoned
PHLL-0124B2PC	056249-0070	WO	IMPROVED APPARATUS FOR APPLYING X-RAYS TO AN INTERIOR SURFACE	SMITH, DONALD O.	PC/US96/15989	10/4/1996			Completed
PHLL-0129PC	056249-0117	WO	APPARATUS FOR LOCAL RADIATION THERAPY	SMITH, DONALD O. HARTE, KENNETH J. SLISKI, ALAN P.	PC/US01/04353	2/8/2001			Abandoned

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<u>DocId</u>	<u>MWI No.</u>	<u>City</u>	<u>Title</u>	<u>Inventor (s)</u>	<u>App No.</u>	<u>File Date</u>	<u>Pat. No.</u>	<u>Grant Date</u>	<u>Status</u>
PHLL-0132EP	056249-0144	EP	MINIATURE X-RAY SOURCE AND FLEXIBLE PROBE	DINSMORE, MARK	00930607.7	5/11/2000			Published
PHLL-0132PC	056249-0095	WO	MINIATURE X-RAY SOURCE AND FLEXIBLE PROBE	DINSMORE, MARK	PC/US00/12920	5/11/2000			Abandoned
PHLL-0134PC	056249-0118	WO	APPARATUS FOR LOCAL RADIATION THERAPY	DINSMORE, MARK	PC/US01/04097	2/8/2001			Abandoned
PHLL-0135PC	056249-0119	WO	APPARATUS FOR LOCAL RADIATION THERAPY	HARTE, KENNETH J. SLISKI, ALAN P.	PC/US01/40077	2/8/2001			Abandoned
PHLL-0141PC	056249-0120	WO	SHAPED BIOCOMPATIBLE RADIATION SHIELD AND METHOD FOR MAKING SAME	HARTE, KENNETH J. SLISKI, ALAN P.	PC/US01/40074	2/8/2001			Abandoned
PHLL-0142PC	056249-0090	WO	X-RAY PROBE SHEATH APPARATUS	HARTE, KENNETH J. SLISKI, ALAN P.	PC/US99/28260	11/30/1999			Abandoned
PHLL-0143PC	056249-0091	WO	X-RAY SOURCE INTERLOCK APPARATUS	FEDA, FRANCIS M KELLAND, JAMES	PC/US99/28267	11/30/1999			Abandoned
PHLL-0144AU	056249-0121	AU	ELECTRON BEAM MULTISTAGE ACCELERATOR DRIVEN PROBE DEVICE	CIRAVOLO, MARK ROCCO FEDA, FRANK M VIOLETTE, DAVE	19274/00	11/30/1999			Abandoned
				DINSMORE, MARK					

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PHLL-0144CA	056249-0122	CA ELECTTRON BEAM MULTISTAGE ACCELERATOR DRIVEN PROBE DEVICE	2356619	11/30/1999			Abandoned
PHLL-0144CI	056249-0123	CN DINSMORE, MARK ELECTTRON BEAM MULTISTAGE ACCELERATOR DRIVEN PROBE DEVICE	99816178.0	11/30/1999			Abandoned
PHLL-0144EP	056249-0124	EP DINSMORE, MARK ELECTTRON BEAM MULTISTAGE ACCELERATOR DRIVEN PROBE DEVICE	99862934.8	11/30/1999			Published
PHLL-0144JP	056249-0125	JP DINSMORE, MARK ELECTTRON BEAM MULTISTAGE ACCELERATOR DRIVEN PROBE DEVICE	2000-587851	11/30/1889			Pending
PHLL-0144KR	056249-0128	KR DINSMORE, MARK ELECTTRON BEAM MULTISTAGE ACCELERATOR DRIVEN PROBE DEVICE	7007393/2001	11/30/1999			Abandoned
PHLL-0144PC	056249-0092	WO DINSMORE, MARK ELECTRON BEAM MULTISTAGE ACCELERATOR	PC/US99/28259	11/30/1999			Published
PHLL-0151PC	056249-0138	WO DINSMORE, MARK METHOD AND APPARATUS FOR IMAGE-GUIDED RADIOTHERAPY	PC/US01/27589	9/6/2001			Abandoned
PHLL-0159PC	056248-0149	WO SLISKI, ALAN P. THOMSON, EUAN OPTICALLY DRIVEN THERAPEUTIC RADIATION SOURCE	PC/US02/19416	6/19/2002			Published
PHLL-0160PC	056249-0154	WO DINSMORE, MARK THOMSON, EUAN ARRAY OF MINIATURE RADIATION SOURCES	PC/US03/01980	1/22/2003			Pending

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PHL-0162PC	056249-0155	WO	CONTROLLER FOR ARRAY OF MINIATURE RADIATION SOURCES	DINSMORE, MARK THOMSON, EUAN	PCUS03/01987	1/22/2003			Pending
PHL-0170PC	056249-0151	WO	X-RAY SOURCE FOR MATERIALS ANALYSIS SYSTEMS	DINSMORE, MARK	PCUS02/19235	6/18/2002			Abandoned
PHL-0200AU	056249-0075	AU	X-RAY APPARATUS FOR APPLYING A PREDETERMINED FLUX TO AN INTE	HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.	29676/95	7/11/1995	684652	7/11/1995	Abandoned
PHL-0200CA	056249-0076	CA	X-RAY APPARATUS FOR APPLYING A PREDETERMINED FLUX TO AN INTE BODY CAVITY	HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.	2164759	7/11/1995	2194759	9/14/1999	Abandoned
PHL-0200CI	056249-0077	CN	X-RAY APPARATUS FOR APPLYING A PREDETERMINED FLUX TO AN INTERIOR SURFACE OF A BODY CAVITY	HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.	95194083.X	7/11/1995			Abandoned
PHL-0200EP	056249-0078	EP	X-RAY APPARATUS FOR APPLYING A PREDETERMINED FLUX TO AN INTERIOR SURFACE OF A BODY CAVITY	HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.	95925598.5	7/11/1995			Abandoned

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PHLL-0200JP	056249-0079	JP	X-RAY APPARATUS FOR APPLYING A PREDETERMINED FLUX TO AN INTE- RIOR SURFACE OF A BODY CAVITY	08-504456	7/11/1995	2927866	5/14/1999	Granted
PHLL-0200KR	056249-0080	KR	X-RAY APPARATUS FOR APPLYING A PREDETERMINED FLUX TO AN INTE- RIOR SURFACE OF A BODY CAVITY	700204/97	7/11/1995	251423	7/11/1995	Abandoned
PHLL-0200PC	056249-0081	WO	X-RAY APPARATUS FOR APPLYING A PREDETERMINED FLUX TO AN INTE- RIOR SURFACE OF A BODY CAVITY	PC/US96/08625	7/11/1995			Pending
PHLL-0200RU	056249-0082	RU	X-RAY APPARATUS FOR APPLYING A PREDETERMINED FLUX TO AN INTE- RIOR SURFACE OF A BODY CAVITY	87102051	7/11/1995	2140111	7/11/1995	Abandoned

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PHLL-0110	056249-0012	US	MINIATURIZED LOW POWER X-RAY SOURCE	DINSMORE, MARK T. NOMIKOS, PETER M. SLISKI, ALAN P.	07/577883	9/5/1990	5153900	10/6/1992	Granted
PHLL-0111	056249-0019	US	LOW POWER X-RAY SOURCE WITH IMPLANTABLE PROBE FOR TREATMENT	BOOM, ANTHONIUS J. DINSMORE, MARK T. SLISKI, ALAN P. ZERVAS, NICHOLAS T.	07/955494	10/2/1992	5369679	11/29/1994	Granted
PHLL-0111CP	056249-0020	US	X-RAY SOURCE WITH SHAPED RADIATION PATTERN	DINSMORE, MARK T. HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.	08/184271	1/21/1994	5422926	6/6/1995	Granted
PHLL-0111CP3	056249-0021	US	X-RAY SOURCE WITH IMPROVED STEERING BEAM	DINSMORE, MARK T. SMITH, DONALD O.	08/184021	1/21/1994	5442678	8/18/1995	Granted
PHLL-0117	056249-0026	US	METHOD FOR TREATING BRAIN TUMORS	BIGGS, PETER J. HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.	08/104336	8/9/1993	5462720	9/26/1995	Granted
PHLL-0117CP	056249-0027	US	METHOD FOR TREATING BRAIN TUMORS	DINSMORE, MARK T. SMITH, DONALD O.	08/284841	8/5/1994	5528652	6/18/1996	Granted

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DocIdNo.	App.No.	File Date	Pat.No.	Grant Date	Status
PHLL-0118A	08/286757	8/5/1994	5511107	4/23/1996	Granted
PHLL-0118B	08/286285	8/5/1994	5623139	4/22/1997	Granted
PHLL-0118	08/542086	10/12/1995	5635709	6/3/1997	Granted
PHLL-0120	08/184296	1/21/1994	5428658	6/27/1995	Granted
PHLL-0124	08/273963	7/12/1994	5566221	10/16/1996	Granted
PHLL-0124A	08/273645	7/12/1994			Abandoned
PHLL-0124ACN	08/607845	7/27/1995	5621780	4/15/1997	Granted

Title	Inventor(s)
X-RAY PHANTOM APPARATUS	SLISKI, ALAN P.
CCD X-RAY DENSITOMETER SYSTEM	SLISKI, ALAN P.
METHOD AND APPARATUS FOR MEASURING RADIATION DOSE DISTRIBUTION	DALTERIO, MICHAEL SLISKI, ALAN P. SMITH, DONALD O.
X-RAY SOURCE WITH FLEXIBLE PROBE	HARTE, KENNETH J. OETTINGER, PETER E.
APPARATUS FOR APPLYING A PREDETERMINED X-RADIATION TO AN INTERNAL SURFACE OF A BODY CAVITY	HARTE, KENNETH J. ROTH, ROBERT A. SLISKI, ALAN P. SMITH, DONALD O.
X-RAY APPARATUS FOR APPLYING A PREDETERMINED FLUX TO AN INTERNAL BODY CAVITY	HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.
X-RAY APPARATUS FOR APPLYING A PREDETERMINED FLUX TO AN INTERNAL BODY CAVITY	HARTE, KENNETH J. SLISKI, ALAN P. SMITH, DONALD O.

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PHLL-0124B		US	IMPROVED APPARATUS FOR APPLYING X-RAYS TO AN INTERIOR SURFACE OF A BODY CAVITY	SMITH, DONALD O.	60/004921	10/6/1995			Abandoned
PHLL-0124B2	056249-0064	US	IMPROVED APPARATUS FOR APPLYING X-RAYS TO AN INTERIOR SURFACE OF A BODY CAVITY	SMITH, DONALD O.	08/725732	10/4/1996	5748699	5/5/1998	Granted
PHLL-0129	056249-0085	US	APPARATUS FOR LOCAL RADIATION THERAPY	SMITH, DONALD O.	09/502759	2/11/2000	6421476B1	7/16/2002	Granted
PHLL-0130	056249-0086	US	SUPPORT SYSTEM FOR A RADIATION TREATMENT APPARATUS	HARTE, KENNETH J SLISKI, ALAN P	09/502473	2/11/2000	6302561B1	10/16/2001	Granted
PHLL-0132	056249-0071	US	MINIATURE X-RAY SOURCE AND FLEXIBLE PROBE	HARTE, KENNETH J SLISKI, ALAN P	09/311792	5/13/1999	6195411B1	2/27/2001	Granted
PHLL-0132DV	056249-0110	US	MINIATURE RADIATION SOURCE WITH FLEXIBLE PROBE AND LASER DRIVEN THERMIONIC EMITTER	DINSMORE, MARK	09/748590	12/22/2000	6320932B2	11/20/2001	Granted
PHLL-0134	056249-0087	US	APPARATUS FOR LOCAL RADIATION THERAPY	DINSMORE, MARK	09/505413	2/11/2000	6285735B1	9/4/2001	Granted
PHLL-0135	056249-0088	US	APPARATUS FOR LOCAL RADIATION THERAPY	HARTE, KENNETH J SLISKI, ALAN P	09/502273	2/11/2000	6301328B1	10/9/2001	Granted

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PHLL-0141	056249-0089	US	SHAPED BIOCOMPATIBLE RADIATION SHIELD AND METHOD FOR MARKING SAME	HARTE, KENNETH J SLISKI, ALAN P	09/502762	2/11/2000			Abandoned
PHLL-0142	056249-0072	US	X-RAY PROBE SHEATH APPARATUS	FEDA, FRANCIS M. KELLAND, JAMES	09/208964	12/10/1998	6245047B1	6/12/2001	Granted
PHLL-0142DV	056249-0111	US	X-RAY PROBE SHEATH APPARATUS	FEDA, FRANCIS M. KELLAND, JAMES	09/780923	2/9/2001	6480567	11/12/2002	Granted
PHLL-0143	056249-0073	US	X-RAY SOURCE INTERLOCK APPARATUS	CIRAVOLO, MARK ROCCO FEDA, FRANCIS M. VIOLETTE DAVE	09/210045	12/11/1998	6181770B1	1/30/2001	Granted
PHLL-0144	056249-0074	US	ELECTRON BEAM MULTISTAGE ACCELERATOR	DINSMORE, MARK	09/211144	12/14/1998	6111932	8/29/2000	Granted
PHLL-0144DV	056249-0093	US	ELECTRON BEAM MULTISTAGE ACCELERATOR	DINSMORE, MARK	09/626245	3/15/2000	6198804B1	3/6/2001	Granted
PHLL-0151	056249-0084	US	METHOD AND APPARATUS FOR IMAGE-GUIDED RADIOTHERAPY	SLISKI, ALAN THOMSON, EUAN	09/656878	9/7/2000			Abandoned
PHLL-0154	056249-0098	US	THERAPEUTIC RADIATION SOURCE WITH IN SITU RADIATION DETECTING SYSTEM	DINSMORE, MARK	10/005290	12/4/2001			Pending
PHLL-0155	056249-0099	US	OPTICALLY DRIVEN THERAPEUTIC RADIATION SOURCE	DINSMORE, MARK	09/664561	6/19/2001	6480568B1	11/12/2002	Granted

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PHILL-0157	09/884229	6/19/2001	64933418B1	12/10/2002	Granted
PHILL-0158	10/175164	6/19/2002			Published
PHILL-0158PR	60/299204	6/19/2001			Completed
PHILL-0159	10/005289	12/4/2001			Pending
PHILL-0160	10/133103	4/26/2002			Pending
PHILL-0160PR	60/351805	1/25/2002			Completed
PHILL-0161	10/005287	12/4/2001	6480573B1	11/12/2002	Granted
PHILL-0162	10/133048	4/26/2002			Pending

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PHLL-0162PR	056249-0106	US	CONTROLLER FOR ARRAY OF MINIATURE RADIATION SOURCES DINSMORE, MARK THOMSON, EUAN	60/351809	1/25/2002			Completed
PHLL-0163	056249-0148	US	METHOD OF TREATING A TUMOR BY PRE-IRRADIATION DINSMORE, MARK THOMSON, EUAN	10/133079	4/26/2002			Pending
PHLL-0163PR	056249-0107	US	METHOD OF TREATING A TUMOR BY PRE-IRRADIATION DINSMORE, MARK THOMSON, EUAN	60/351801	1/26/2002			Completed
PHLL-0170	056249-0116	US	XRAY SOURCE FOR MATERIALS ANALYSIS SYSTEMS DINSMORE, MARK THOMSON, EUAN	09/884864	6/19/2001			Abandoned
PHLL-0176PR	056249-0152	US	X-RAY SOURCE HAVING A THERMALLY MODULATED FIELD EMISSION CATHODE DINSMORE, MARK	60/440454	1/16/2003			Pending
PHLL-0177PR	056249-0153	US	BEAM CURRENT MEASUREMENT TECHNIQUE DINSMORE, MARK	60/440463	1/16/2003			Pending

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent Registration No.: 5,153,900
Attorney Docket No.: PHLL-110 (56249-012)

Patent Registration No.: 5,369,679
Attorney Docket No.: PHLL-111 (56249-019)

Patent Registration No.: 5,422,926
Attorney Docket No.: PHLL-111CP (56249-020)

Patent Registration No.: 5,442,678
Attorney Docket No.: PHLL-111CP3 (56249-021)

Patent Registration No.: 5,452,720
Attorney Docket No.: PHLL-117 (56249-026)

Patent Registration No.: 5,528,652
Attorney Docket No.: PHLL-117CP (56249-027)

Patent Registration No.: 5,511,107
Attorney Docket No.: PHLL-118A (56249-029)

Patent Registration No.: 5,623,139
Attorney Docket No.: PHLL-118B (56249-034)

Patent Registration No.: 5,635,709
Attorney Docket No.: PHLL-119 (56249-040)

Patent Registration No.: 5,428,658
Attorney Docket No.: PHLL-120 (56249-048)

Patent Registration No.: 5,566,221
Attorney Docket No.: PHLL-124 (56249-061)

Patent Registration No.: 5,621,780
Attorney Docket No.: PHLL-124ACN (56249-062)

Patent Registration No.: 5,748,699
Attorney Docket No.: PHLL-124B2 (56249-064)

Patent Registration No.: 6,421,416
Attorney Docket No.: PHLL-129 (56249-085)

Patent Registration No.: 6,302,581
Attorney Docket No.: PHLL-130 (56249-086)

Patent Registration No.: 6,195,411
Attorney Docket No.: PHLL-132 (56249-071)

Patent Registration No.: 6,320,932
Attorney Docket No.: PHLL-132DV (56249-110)

Patent Registration No.: 6,285,735
Attorney Docket No.: PHLL-132DVRE (56249-140)

Patent Registration No.: 6,301,328
Attorney Docket No.: PHLL-135 (56249-088)

Patent Registration No.: 6,245,047
Attorney Docket No.: PHLL-142 (56249-072)

Patent Registration No.: 6,480,567
Attorney Docket No.: PHLL-142DV (56249-111)

Patent Registration No.: 6,181,770
Attorney Docket No.: PHLL-143 (56249-073)

Patent Registration No.: 6,111,932
Attorney Docket No.: PHLL-144 (56249-074)

Patent Registration No.: 6,198,804
Attorney Docket No.: PHLL-144DV (56249-093)

Patent Registration No.: 6,480,568
Attorney Docket No.: PHLL-155 (56249-099)

Patent Registration No.: 6,493,419
Attorney Docket No.: PHLL-157 (56249-101)

Patent Registration No.: 6,658,086
Attorney Docket No.: PHLL-158 (56249-150)

Patent Registration No.: 6,556,651
Attorney Docket No.: PHLL-160 (56249-146)

Patent Registration No.: 6,480,573
Attorney Docket No.: PHLL-161 (56249-105)

Application Serial No.: 10/718,506
Attorney Docket No.: PHLL-132DVRE (56249-140)

Application Serial No.: 10/005,290
Attorney Docket No.: PHLL-154 (56249-098)

Application Serial No.: 10/005,289
Attorney Docket No.: PHLL-159 (56249-103)

Application Serial No.: 10/133,048
Attorney Docket No.: PHLL-162 (56249-147)

Application Serial No.: 10/133,079
Attorney Docket No.: PHLL-163 (56249-148)

Application Serial No.: 10/481,392
Attorney Docket No.: PHLL-170 (56249-164)

Application Serial No.: 60/440,454
Attorney Docket No.: PHLL-176PR (56249-152)

Application Serial No.: 60/440,483
Attorney Docket No.: PHLL-177PR (56249-153)

CERTIFICATE OF MAILING UNDER 37 C.F.R. 1.8

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TRANSMITTAL LETTER

Enclosed herewith for filing in connection with the above-identified patents and patent applications are the following:

- 1) Recordation Form Cover Sheet (3 pages);
- 2) Asset Purchase Agreement;

BST99 1391219-1.056249.0010

RECORDED: 02/17/2004

**PATENT
REEL: 014981 FRAME: 0634**