

05-07-2004

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# NOTATION FORM COVER SHEET 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):

Leocor, Inc.

5-4-07

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

## 3. Nature of conveyance:

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

01/08/1997

Execution Date: \_\_\_\_\_

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

Name: Leocor, Inc.

Internal Address: \_\_\_\_\_

Street Address: Corporation Trust Center  
1209 Orange Steet

City: Wilmington State: DE Zip: 19801

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) 08/418,087  
08/559,413, 08/748,295

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached? ☐ Yes ☒ No

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

Name: Richard T. Redano

Internal Address: Duane Morris LLP

Street Address: 3200 Southwest Freeway  
Suite 3150

City: Houston State: TX Zip: 77027

## 6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120

☐ Enclosed

☒ Authorized to be charged to deposit account

## 8. Deposit account number:

04-1679

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## 9. Signature.

Richard T. Redano

Name of Person Signing

*Richard T Redano*

Signature

05/04/2004

Date

Total number of pages including cover sheet, attachments, and documents: 32

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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PATENT  
REEL: 015294 FRAME: 0636

**ASSET PURCHASE AGREEMENT**

**by and between**

**LEOCOR, INC., a Texas corporation**

**and**

**LEOCOR, INC., a Delaware corporation**

**January 8, 1997**

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**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT, ("Agreement") entered into and effective as of the 5 day of January 1997 (the "Closing Date"), is by and between LEOCOR, INC., a Texas corporation ("Vendor"), LEOCOR, INC., a Delaware corporation ("Purchaser"), with all of Purchaser's obligations being guaranteed by its parent corporation, ANGIODYNAMICS, INC., a Delaware corporation ("Guarantor").

**WITNESSETH:**

**WHEREAS**, Vendor is in the business of designing, developing, manufacturing and distributing PTCA coronary balloon angioplasty catheters (the "Business");

**WHEREAS**, Vendor desires to sell all of its right, title and interest in the assets that were or are used by Vendor as of the date hereof in connection with the Business, other than the Excluded Assets (as hereinafter defined), to Purchaser and Purchaser desires to purchase such assets from Vendor;

**WHEREAS**, Purchaser has conducted due diligence regarding the Vendor, the Business, the Sale Assets (as defined) and the Assumed Contracts (as defined);

**WHEREAS**, Purchaser and Vendor engaged Grant Thornton LLP to perform an audit of certain of Vendor's financial statements; and

**WHEREAS**, Vendor and Purchaser desire to enter into certain agreements as provided herein in connection with the sale of the Sale Assets by Vendor to Purchaser.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1     Purchase and Sale of Assets and Assumption of Liabilities**

1.1     Upon the terms and conditions set forth in this Agreement, Vendor does hereby sell, transfer, convey, assign and deliver to Purchaser, free and clear of all liabilities and liens other than the Assumed Liabilities (as defined), and Purchaser does hereby purchase, all of Vendor's right, title and interest in and to all of the properties related to the Business as of the Closing Date (the "Sale Assets"), whether or not reflected on the books and records of Vendor, which general categories are

listed on Schedule 1 attached and are more completely described in the subparts of Schedule 1 attached hereto including:

1.1.1 all of (i) the inventory of finished goods, work in process, raw materials and supplies of Vendor, which includes the inventory set forth on Schedule 1.1.1, and (ii) products under research and development, demonstration equipment, office and other supplies, parts, packaging materials and other accessories related thereto, including any inventory on consignment or subject to being returned, including, without limitation, any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other person (collectively, the "Inventory"), together with all rights of Vendor against suppliers of such Inventory and all software, computer records and other records relating to the Inventory;

1.1.2 all machinery, equipment, furniture, fixtures, tools, computer hardware and software, leasehold improvements and other fixed assets of Vendor as at the Closing Date, wherever located, which includes the machinery, equipment, furniture, fixtures, tools, computer hardware and software, leasehold improvements and other fixed assets set forth on Schedule 1.1.2 (the "Equipment");

1.1.3 all of the proprietary rights owned or licensed by the Vendor as at the Closing Date, which includes the proprietary rights set forth on Schedule 1.1.3 (the "Intellectual Property");

1.1.4 all customer orders of Vendor as at the Closing Date, which are the customer orders set forth on Schedule 1.1.4 (the "Customer Orders");

1.1.5 all permits held by Vendor as at the Closing Date, which includes the permits set forth on Schedule 1.1.5 (the "Assigned Permits");

1.1.6 all files, books, records, customer and supplier lists, price lists and other business documents, including Peachtree database, related to the Sale Assets, other than the accounting books, minute books, stock transfer books and corporate seal of Vendor (the "Books and Records");

1.1.7 the deposits and prepaid items set forth on Schedule 1.1.7, to the extent assignable (the "Deposits");

1.1.8 the contracts set forth on Schedule 1.1.8 (collectively, the "Assigned Contracts");

1.1.9 all product designs as of Closing Date as described in Schedule 1.1.9; and

1.1.10 all other assets of any kind for which Vendor has right, title and interest that were or are used by Vendor in the Business as of the Closing Date and not otherwise set forth in this Section 1.1 (except for the Excluded Assets), including without limitation, the name "Leocor" and all variations thereof, goodwill, unemployment tax reserves, the telephone number of Vendor and the telecopy number of Vendor (the "Additional Assets").

1.1.11 Notwithstanding that Vendor is conveying its right, title and interest in all Sale Assets (as defined) whether or not listed on Schedule 1 and the subschedules thereof, Vendor does not represent, warrant or covenant that there are any Sale Assets other than the Sale Assets specifically included in Schedule 1 and the subschedules thereof.

1.2 The Sale Assets are conveyed to Purchaser free and clear of all liabilities and liens such that Purchaser shall have good and indefeasible title thereto, subject only to the Assumed Liabilities.

1.3 Notwithstanding anything herein to the contrary, the Sale Assets do not include the following property (collectively, the "Excluded Assets"):

1.3.1 all cash, commercial paper, certificates of deposit and other bank deposits, treasury bills and other cash equivalents, and other marketable securities owned by Vendor; and

1.3.2 all accounts receivable owned by Vendor (the "Accounts Receivable"), which are listed on Schedule 1.3.2.

1.4 Except as to any Assigned Contract or Assigned Permit provided in Schedule 1.4, to the extent that any Assigned Contract or Assigned Permit is not assignable or transferable without the consent or waiver of the issuer thereof or the other party thereto or any third party (including, but not limited to, any governmental or regulatory authority), or if such assignment or transfer or attempted assignment or transfer would constitute a breach thereof or a violation of any law or judgment, this Agreement shall not constitute an assignment or transfer, or an attempted assignment or transfer thereof, until such consent or waiver has been obtained and the following provisions shall apply:

1.4.1 Vendor shall use its best efforts, and Purchaser shall reasonably cooperate therewith, to obtain the consents and waivers referred to in Section 1.4. To the extent that any consent or waiver referred to in Section 1.4 is not obtained by Vendor, (i) Vendor shall provide to

Purchaser the benefits of any such Assigned Contract or Assigned Permit; (ii) Vendor and Purchaser shall cooperate in any reasonable and lawful arrangement requested by Purchaser designed to provide such benefits to Purchaser; and (iii) at the request of Purchaser and at Purchaser's expense and risk, enforce for the account of Purchaser any right of Vendor arising from any such Assigned Contract or Assigned Permit described in Section 1.4 against such issuer or the other party or parties thereto (including the right to elect to terminate in accordance with the terms thereof on the advice of Purchaser).

1.4.2 To the extent that Purchaser is provided the benefits pursuant to this Section 1.4 of any such Assigned Contract or Assigned Permit, Purchaser shall perform for the benefit of the issuer thereof or the other party or parties thereto, the obligations of Vendor thereunder or in connection therewith, but only to the extent that (i) such performance would not result in any default thereunder or in connection therewith and (ii) with respect to Assigned Contracts only, such obligations would have been Assumed Liabilities (as defined in Section 1.5), but for the nonassignability or nontransferability thereof.

1.5 Purchaser assumes, and agrees to fully, completely and promptly pay and perform, only the following obligations and liabilities of Vendor (collectively, the "Assumed Liabilities"):

1.5.1 Vendor's obligations arising and to be performed after the Closing Date under the Customer Orders; and

1.5.2 Vendor's obligations arising and to be performed after the Closing Date under the Assigned Contracts.

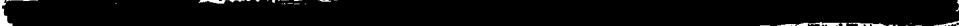
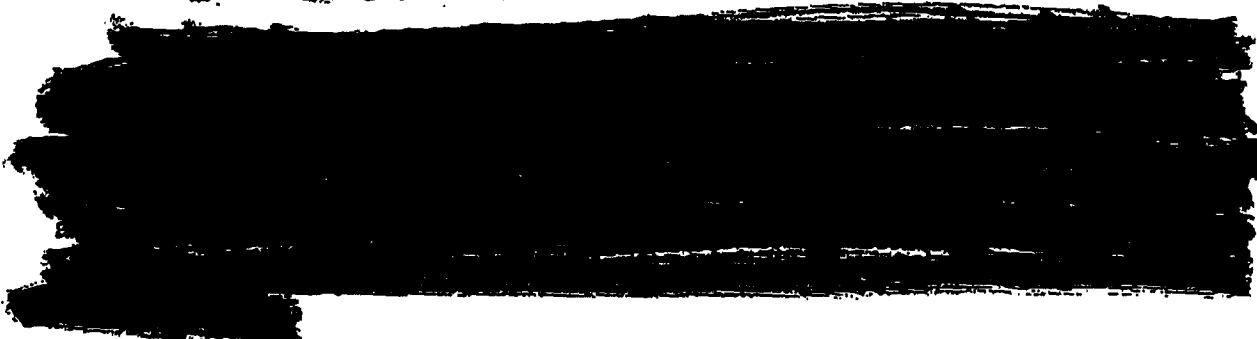
1.6 Notwithstanding anything to the contrary set forth in this Agreement, Purchaser does not assume and shall not be deemed to assume any liabilities of Vendor other than those set forth in Section 1.5, and without limiting the generality of the foregoing, Purchaser does not assume any liabilities of Vendor (and the same shall not constitute Assumed Liabilities) whether or not set forth in Section 1.5, (i) that arise out of or relate to any tort or breach of contract (including without limitation, any breach of any Assigned Contract) or arise with respect to any product manufactured, sold or distributed by Vendor, (ii) pursuant to any violation prior to the date hereof of any law, (iii) that are owed to any affiliate of Vendor or any associate of any such affiliate, and (iv) for taxes. For greater certainty, except for the Assumed Liabilities, Purchaser does not assume by virtue of this Agreement or the transactions contemplated hereby, and has no liability for, any liabilities of Vendor (including, without limitation, those related to the business or operations of the Business) of any kind, character or description whatsoever, known or unknown, contingent or otherwise, asserted or unasserted, including without limitation, those liabilities, whenever asserted, arising out of events



occurring or facts existing prior to the Closing Date. (All such liabilities of Vendor not assumed by Purchaser are collectively referred to as the "Retained Liabilities.") Vendor shall discharge in a timely manner or shall make adequate provision for or arrangements with respect to all of the Retained Liabilities.

1.7 At any time after the Closing Date, upon the reasonable request of Vendor to Purchaser evidencing the need therefor for litigation, regulatory, tax or accounting purposes, Purchaser shall make or cause to be made available to Vendor the Books and Records to the extent necessary for Vendor's purpose, subject to (i) the reimbursement of Purchaser for any third party out-of-pocket expenses incurred by Purchaser, (ii) the reimbursement of Purchaser for reasonable labor costs of Purchaser's employees in responding to any such request, and (iii) Vendor entering into a confidentiality agreement in form and substance satisfactory to Purchaser.

## 2 Purchase Price

2.1 In consideration of the sale, transfer, conveyance, assignment and delivery of the Sale Assets by Vendor to Purchaser on the Closing Date, and in reliance upon the representations, warranties and covenants made herein by Vendor, Purchaser is paying to Vendor, in full payment therefor,   


2.3 The parties hereto acknowledge and agree that the purchase and sale of the Sale Assets is an "applicable asset acquisition" within the meaning of Section 1060(c) of the Code. Vendor and Purchaser shall allocate the Purchase Price (including for this purpose the Assumed Liabilities) among the Sale Assets, the Leacor Non-Competition Agreement and the Wijay Non-Competition Agreement as set forth on Schedule 2.3, which shall be prepared in accordance with the methodology contained in Section 1060 of the Code and if prepared after the Closing Date, shall be subject to the approval of Vendor and Purchaser. In connection with the preparation of Schedule 2.3, the parties shall cooperate with each other and provide such information as either of them shall reasonably request. Each party hereto agrees to be bound by the allocations set forth on Schedule

2.3, to complete jointly and to file separately Form 8594 with its federal income tax return consistent with such allocation for the tax year in which the Closing Date occurs, to file, or cause to be filed, all other Tax Returns in a manner consistent with such allocation, and not to take any actions inconsistent therewith.

### **3 Obligations at Closing: Further Assurances**

3.1 Simultaneously with the execution and delivery of this Agreement by both parties, Vendor is delivering to Purchaser:

3.1.1 a bill of sale in the form of Schedule 3.1.1, duly executed by Vendor, transferring all of Vendor's right, title and interest in, to and under the Sale Assets to Purchaser, free and clear of all liabilities and liens, subject only to the Assumed Liabilities;

3.1.2 a trademark assignment in the form of Schedule 3.1.2, duly executed by Vendor, transferring all of Vendor's right, title and interest in, to and under the trademarks set forth on Schedule 1.1.3 (the "Trademarks") and the goodwill symbolized thereby to Purchaser, free and clear of all liabilities and liens, subject only to the Assumed Liabilities;

3.1.3 a patent license assignment in the form of Schedule 4.3, duly executed by Vendor, transferring all of Vendor's right, title and interest in, to and under the patent license agreement set forth on Schedule 1.1.3 (the "Patent Licenses") to Purchaser, free and clear of all liabilities and liens, subject only to the Assumed Liabilities;

3.1.4 an assignment in the form of Schedule 3.1.4, duly executed by Vendor, transferring all of Vendor's right, title and interest in, to and under the patent applications and pending patent applications set forth on Schedule 1.1.3 (the "Patent Applications") to Purchaser, free and clear of all liabilities and liens, subject only to the Assumed Liabilities;

3.1.5 the Books and Records relating to the Sale Assets and the Assumed Liabilities;

3.1.6 [intentionally omitted]

3.1.7 an acknowledged special, limited power of attorney in the form of Schedule 3.1.7 hereto, duly executed by Vendor;

3.1.8 certified copies of the resolutions of Vendor and its shareholders approving the transactions contemplated by this Agreement and the Other Agreements;

3.1.9 an opinion of Vendor's counsel, dated the Closing Date, substantially in the form attached hereto as Schedule 3.1.9.

3.1.10 such other good and sufficient instruments of conveyance, assignment and transfer, in form and substance reasonably satisfactory to Purchaser's and Vendor's counsel, as shall be required to vest in Purchaser good and indefeasible title to the Sale Assets free and clear of all liabilities and liens, subject only to the Assumed Liabilities; and

3.1.11 all other documents required to be delivered to Purchaser under the provisions of this Agreement.

3.2 At any time and from time to time after the Closing, at Purchaser's request and without further consideration, to the extent not prohibited by applicable law, Vendor will execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other actions as Purchaser may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Sale Assets, to put Purchaser in actual possession and operating control thereof and to assist Purchaser in exercising all rights with respect thereto. Furthermore, to the extent that the Sale Assets do not include all material properties and proprietary rights used in the Business (other than Excluded Assets), Vendor shall use its best efforts to transfer, convey and assign its rights, title and interest in such other properties and proprietary rights to Purchaser without further consideration.

3.3 Simultaneously with the execution and delivery of this Agreement by both parties, Purchaser is delivering to Vendor:

3.3.1 [intentionally omitted]

3.3.3 an opinion of Purchaser's counsel, dated the Closing Date, substantially in the form attached hereto as Schedule 3.3.3.

3.3.4 all other documents required to be delivered by Purchaser to Vendor under the provisions of this Agreement.

3.4 Simultaneously with the execution and delivery of this Agreement by both parties, Purchaser and Vendor are entering into an agreement in the form set forth on Schedule 4.4 (the "Leocor Non-Competition Agreement").

3.5 Simultaneously with the execution and delivery of this Agreement by both parties, Purchaser and Bandula Wijay ("Wijay") are entering into an agreement in the form set forth on Schedule 3.5 (the "Wijay Non-Competition Agreement").

3.6 Simultaneously with the execution and delivery of this Agreement by both parties, Purchaser and Vendor are entering into the Escrow Agreement.

3.7 Simultaneously with the execution and delivery of this Agreement by both parties, Purchaser and Shani Wijay (the "Landlord") are entering into a lease in the form set forth on Schedule 3.7 (the "Lease") concerning the real property and all improvements located thereon located at 1301 Regents Park Drive, Suite 200, Houston, Texas 77058, and more particularly described therein (the "Leased Property").

#### **4 Representations and Warranties by Vendor**

Vendor hereby represents and warrants to Purchaser as follows :

4.1 Organization, Standing and Qualification. Vendor is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas. Vendor has all requisite corporate power and authority and is entitled to carry on its business as now being conducted and to own, lease and operate its properties as and in the places where such businesses are now conducted and such properties are now owned, leased and operated.

4.2 Execution, Delivery and Performance of Agreement and Other Agreements: Authority. Consents. Vendor has the full right, power and authority to enter into this Agreement and any other contract or document contemplated by this Agreement (collectively, the "Other Agreements") to carry out the transactions contemplated hereby and thereby. All proceedings and corporate actions required to be taken by Vendor to authorize the execution, delivery and performance of this Agreement and the Other Agreements and the consummation of the transactions contemplated hereby and thereby have been properly taken and this Agreement and the Other Agreements constitute valid and binding obligations of Vendor enforceable against it in accordance with their respective terms.

4.3 SCIMED License. Vendor and SCIMED Life Systems, Inc. ("SCIMED") have previously entered into that certain Patent Assignment and License Agreement dated August 17, 1993 (the "SCIMED Patent License"), which is being assigned by Vendor to Purchaser pursuant to this Agreement and the SCIMED Assignment Agreement attached hereto as Schedule 4.3. Vendor is not aware of any assertion, nor has any reason to believe, that the SCIMED Patent License is illegal, not valid, or is otherwise not enforceable in accordance with its terms and conditions. Vendor has not previously assigned or sublicensed the SCIMED Patent License. Vendor has not received notice that Vendor was in breach and Vendor is not currently in breach of the SCIMED Patent License, and Vendor is not aware that SCIMED is in breach of the SCIMED Patent License.

## 5 Representations, Warranties and Covenants by Purchaser

Purchaser hereby represents, warrants and covenants to Vendor as follows:

5.1 Organization, Standing and Qualification. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and it has all requisite corporate power and authority and is entitled to carry on its business as now being conducted and to own, lease and operate its properties as and in the places where such business is now conducted and such properties are now owned, leased or operated.

5.2 Execution, Delivery and Performance of Agreement; Authority. Purchaser has the full power and authority to enter into this Agreement and the Other Agreements and to carry out the transactions contemplated thereby. All proceedings and corporate actions required to be taken by Purchaser to authorize the execution, delivery and performance of this Agreement and the Other Agreements and the consummation of the transactions contemplated hereby and thereby have been properly taken and this Agreement and the Other Agreements constitute valid and binding obligations of Purchaser, enforceable against it in accordance with their terms.

### 5.3 SCIMED Agreements

Purchaser agrees to abide by the terms and conditions of the SCIMED Patent License as successor to Vendor under the SCIMED Patent License, and specifically acknowledges it is not entitled to sublicense the SCIMED Patent License.

#### **5.4 Audited Financial Statements and Due Diligence**

Purchaser and Vendor retained Grant Thornton LLP to prepare audited financial statements of Vendor. Purchaser has conducted due diligence of the Business and the Sale Assets of Vendor and has had the opportunity to ask any and all questions regarding the Business, the Sales Assets and the Assumed Liabilities and has received answers to all such questions posed.

#### **5.5 Rapid Exchange Catheter Representations.**

Purchaser agrees and warrants that it will not manufacture or sell any other Rapid Exchange PTCA Catheter (including but not limited to Racer-™, Racer. Select ™, 9, 18, 30, 40) in the United States in violation of any other person's proprietary rights.

#### **6 Name Change; Insurance; Accounts Receivable; Returns**

6.1 On the Closing Date, Vendor is adopting and filing with the Secretary of State of Texas an amendment to Vendor's articles of organization changing its corporate name to a name that is dissimilar to Leocor, Inc. or any derivative thereof.

6.2 Vendor shall purchase its own product liability tail end insurance policy for a period of three years from the Closing Date and Purchaser will not be a named insured.

6.3 Purchaser shall have no duty to collect the Accounts Receivable, except that Purchaser shall continue to service all of Vendor's accounts in the ordinary course of business; provided, however, that if Purchaser receives any payments on account of the Accounts Receivable, it shall promptly pay such amounts to Vendor. If the obligor of any Account Receivable also owes money to Purchaser not included within the Accounts Receivable, collections from such obligor shall be applied (i) first to the oldest outstanding receivable of Vendor and Purchaser, then (ii) to all other receivables of Vendor and Purchaser in the order of oldest receivable to the most recent receivable until such collections are exhausted, unless such obligor contests the application to such invoices to the oldest outstanding receivable, in which event the application shall be made as to the next oldest receivable not contested by the obligor.

6.4 Vendor agrees to accept returns of products consistent with its past practices and policies and to refund amounts to customers consistent with its past practices and policies. If Vendor does not comply with this Section 6.4, Purchaser shall have the right to accept the return of any such product and to refund amounts owed to any such customer, and in any such case, Vendor shall promptly reimburse Purchaser for the amount of such refund.

## **7 Provisions Concerning Labor Matters**

7.1 Vendor and Purchaser agree that each party shall be exclusively responsible for its own labor relations including, but not limited to, the establishment, alteration and/or maintenance of the terms and conditions of employment of its respective employees and the commencement and termination of such employment. Nothing in this Agreement is intended to, nor shall it, in any way modify this strict separation of control and responsibility; provided, that Purchaser agrees to offer employment to those employees of Vendor set forth on Schedule 8.1.3, at compensation rates not lower than set forth on Schedule 8.1.3 and with the benefits set forth on Schedule 8.1.3, excluding any stock option plan of Vendor. Except as set forth in the prior sentence, Purchaser shall have no obligation to employ any individual or to assume, adopt, or otherwise be bound by any employment contracts, agreements, policies, practices, or similar or related arrangements, written or oral, or to continue or maintain in effect any of the pension, health and welfare, or other fringe benefit plans, programs, contracts, policies, commitments, or other arrangements to which Vendor may be a party.

7.2 Vendor agrees that it shall give appropriate and sufficient notification, as required by both law and contract, to all of its employees and any of their bargaining representatives that their employment will be terminated and shall effectuate all such terminations on or prior to the Closing Date. Vendor shall be wholly responsible for complying with all of its obligations to its employees, including compliance with the provisions of ERISA, MPPAA, COBRA and WARN.

7.3 The employee contracts ("Employee Contracts") of Vendor are listed hereto on Schedule 7.3. All employees of Vendor shall be terminated by Vendor effective as of the Closing Date. Vendor does not represent or warrant that the Employee Contracts are assignable, or that any of the benefits to be derived from such contracts, including but not limited to confidentiality and non-compete consents, are transferable. To the extent that any of the benefits of the Employee Contracts are assignable, Vendor hereby assigns the benefits under such Employee Contracts.

## **8 Indemnification**

8.1 Indemnity by Vendor. Subject to Section 10, Vendor hereby agrees to indemnify and to hold Purchaser, its officers, directors, employees, affiliates, and agents harmless from, against and in respect of, and shall on demand reimburse Purchaser for:

8.1.1 any and all loss, liability or damage suffered or incurred by any of them in respect of or in connection with any claim by a person or governmental or regulatory authority who is not a party to this Agreement or an affiliate or associate of such person (collectively a "Third Party") with respect to liabilities of Vendor (or in the case of Environmental Claims, any predecessor

in interest of Vendor) or directly or indirectly related to any claim by a Third Party with respect to the conduct of the Business or any other business by Vendor (other than the Assumed Liabilities), whether or not now known, due or payable, including, without limitation, any liabilities or deferred liabilities to any Third Party for taxes for any period ending on or prior to the Closing Date and any liabilities to any Third Party relating to or arising out of any act, transaction or circumstance or facts by, of or related to Vendor that occurred or existed on or prior to the Closing Date;

8.1.2 any and all loss, liability or damage suffered or incurred by any of them due to the fact that for any reason Purchaser does not receive good and indefeasible title to all of the Sale Assets (which, in the case of contracts, includes the right to pursue enforcement of such contracts), free and clear of all liens and liabilities (other than Assumed Liabilities), subject to no direct or indirect restrictions, encumbrances or other limitations of any nature or kind on the right of Purchaser to own, use, exploit and transfer the Sale Assets (other than restrictions or limitations specifically disclosed pursuant to this Agreement);

8.1.3 any and all loss, liability or damage suffered or incurred by any of them by reason of the inaccuracy of Schedule 8.1.3, which Schedule sets forth (i) a list of Vendor's payroll for the period July 1, 1996 through December 31, 1996, (ii) the names and current annual compensation rates of all persons whose annual compensation (directly or indirectly) from Vendor is currently at the rate [REDACTED] and showing separately for each such person the amounts paid or payable as salary, bonus payments and any perquisites for the year ending December 31, 1996 including accrued vacation and sick leave for such person, and (iii) all employee benefits (including, without limitation, insurance plans) provided by Vendor to its employees;

8.1.4 any and all loss, liability or damage suffered or incurred by any of them by reason of (i) the failure of the Sale Assets to include all of the right, title and interest of Vendor and its affiliate and associates in the material properties and proprietary rights used in the Business (other than Excluded Assets) or (ii) the failure of the Inventory to meet Vendor's product specifications as set forth on Schedule 8.1.4;

8.1.5 any and all loss, liability or damage suffered or incurred by any of them by reason of the failure of Vendor to disclose all 483's warning letters injunctions and seizures received by Vendor from the United States Food and Drug Administration ("F.D.A.") or any other governmental or regulatory authority within 3 years prior to Effective Date except as provided on Schedule 8.1.5;

8.1.6 any and all loss, liability or damage suffered or incurred by any of them by reason of or in connection with any claim by a Third Party for finder's fee or brokerage or other



commission arising by reason of any services alleged to have been rendered to or at the insistence of Vendor (or any affiliate of Vendor or associate of any such affiliate) with respect to this Agreement or any of the transactions contemplated hereby;

8.1.7 any and all loss, liability or damage suffered or incurred by any of them by reason of or in connection with any breach by Vendor of any of its representations, warranties or covenants contained in this Agreement; and

8.1.8 any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including, without limitation, fines, penalties and attorneys' fees and expenses, incident to any of the foregoing.

8.2 Indemnity by Purchaser. Purchaser hereby agrees to indemnify and to hold Vendor, its officers, directors, employees, affiliates, and agents harmless from, against and in respect of, and shall on demand reimburse Vendor for:

8.2.1 any and all loss, liability or damage suffered or incurred by any of them in respect of or in connection with any claim directly or indirectly related to Purchaser's ownership or use of the Sales Assets after the Closing Date, Purchaser's conduct of the Business after the Closing Date, or Purchaser's ownership or use of other assets or Purchaser's conduct of other business before or after the Closing Date (other than in connection with the products manufactured by Vendor which are listed in Schedule 1.1.1);

8.2.2 any and all loss, liability or damage suffered or incurred by any of them by reason of or in connection with any breach by Purchaser, any of its representations, warranties or covenants contained in this Agreement; and

8.2.3 any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs and expenses, including, without limitation, fines, penalties and attorneys' fees and expenses, incident to any of the foregoing.

8.3 Claims Procedure. All claims for indemnification under Section 8 will be asserted and resolved as follows:

8.3.1 In order for the party claiming indemnification (the "Indemnified Party") to be entitled to any indemnification provided for under Section 8, in respect of, arising out of or involving a claim or demand made by a Third Party against the Indemnified Party (a "Third Party Claim"), the Indemnified Party must deliver notice (a "Claim Notice") to the other party (the

"Indemnifying Party") within 60 days after receipt by such Indemnified Party of written notice of the Third Party Claim; provided, however, that failure to give such Claim Notice shall not affect the indemnification provided hereunder except to the extent the Indemnifying Party shall have been actually prejudiced as a result of such failure. The Indemnifying Party shall promptly mitigate any such prejudice to the extent possible.

8.3.2 If a Third Party Claim is made against an Indemnified Party, the Indemnifying Party shall be entitled to participate in the defense thereof and, if it acknowledges that as between it and the Indemnified Party, it is responsible for such Third Party Claim, the Indemnifying Party may choose to assume the defense thereof with counsel selected by the Indemnifying Party, which counsel must be reasonably satisfactory to the Indemnified Party. Should the Indemnifying Party so assume the defense of a Third Party Claim, the Indemnifying Party shall not be liable to the Indemnified Party for legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof, but shall continue to pay for any pre-approved expenses of investigation and any loss, liability or damage suffered. If the Indemnifying Party assumes such defense, the Indemnified Party shall have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party. If (i) the Indemnifying Party shall not assume the defense of a Third Party Claim with counsel satisfactory to the Indemnified Party within five days of any Claim Notice, or (ii) legal counsel for the Indemnified Party notifies the Indemnifying Party that there are or may be legal defenses available to the Indemnified Party that are different from or additional to those available to the Indemnifying Party, which, if the Indemnified Party and the Indemnifying Party were to be represented by the same counsel, would constitute a conflict of interest for such counsel or prejudice prosecution of the defenses available to such Indemnified Party, or (iii) if the Indemnifying Party shall assume the defense of a Third Party Claim and fail to prosecute such defense with reasonable diligence, then in each such case the Indemnified Party, by notice to the Indemnifying Party, may employ its own counsel and control the defense of the Third Party Claim and the Indemnifying Party shall be liable for the reasonable fees, charges and disbursements of counsel employed by the Indemnified Party; and the Indemnified Party shall be promptly reimbursed for any such fees, charges and disbursements, as and when incurred. Whether the Indemnifying Party or the Indemnified Party control the defense of any Third Party Claim, the parties hereto shall cooperate in the defense thereof. Such cooperation shall include the retention and provision to the counsel of the controlling party of records and information which are reasonably relevant to such Third Party Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Indemnifying Party shall have the right to settle, compromise or discharge a Third Party Claim (other than any such Third Party Claim in which criminal conduct is alleged) without the Indemnified Party's consent if such settlement, compromise or discharge (i) constitutes a complete and unconditional discharge and release of the

Indemnified Party, and (ii) provides for no relief other than the payment of monetary damages and such monetary damages are paid in full by the Indemnifying Party.

8.3.3 If any Indemnified Party should have a claim under Section 8 against any Indemnifying Party that does not involve a Third Party Claim, the Indemnified Party shall deliver notice (an "Indemnity Notice") with reasonable promptness to the Indemnifying Party. The failure by any Indemnified Party to give the Indemnity Notice shall not impair such party's rights hereunder except to the extent that an Indemnifying Party demonstrates that it has been irreparably prejudiced thereby. The Indemnifying Party shall promptly mitigate any such prejudice to the extent practicable. If the Indemnifying Party notifies the Indemnified Party that it does not dispute the claim described in such Indemnity Notice, the loss, liability and damage in the amount specified in the Indemnity Notice will be conclusively deemed a liability of the Indemnifying Party under Section 8 and the Indemnifying Party shall pay such amount to the Indemnified Party on demand. If the Indemnifying Party disputes its liability with respect to such claim, the Indemnifying Party and the Indemnified Party will proceed in good faith to negotiate a resolution of such dispute, and if not resolved through negotiations within thirty (30) days, such dispute shall be resolved by arbitration in accordance with Section 15.14.

8.3.4 The rights accorded to Indemnified Parties hereunder shall be in addition to any rights that any Indemnified Party may have at law or in equity, under federal and state securities laws, by separate agreement (including, without limitation, under the Other Agreements) or otherwise.

## **9 Vendor's Distribution to Shareholders: Agent for Disputes**

9.1 Vendor's Distributions to Shareholders. In reliance on the Shareholders Indemnity Agreement in the form attached hereto as Schedule 9.1 (the "Indemnity Agreement"), Purchaser acknowledges that it has no objection to distribution by Vendor to Vendor's Shareholders (the "Shareholders") of any amounts paid by Purchaser with respect to the Purchase Price. Purchaser agrees that, under the Indemnity Agreement, each and every claim for indemnification against any Shareholder shall be made on a several basis, and the liability for any claim of indemnification against any Shareholder is limited by maximum amounts of liability provided in Section 10.

9.2 Agent for Disputes. In the Indemnity Agreement, the Shareholders and Vendor irrevocably appoint Bandula Wijay as agent for Vendor and all Shareholders (unless he is unable or unwilling to act as agent, where upon Paolo Angelini will act as successor agent) with full power and authority to resolve and settle any and all disputes arising out of this Agreement, including but not

limited to claims for indemnity, that can be finally resolved by application of assets held under the Escrow Agreement.

# **10 Limitations for Vendor and Shareholders on All Liability and Damages**

It is a fundamental point of mutual agreement among Purchaser and Vendor (and the Shareholders) that the aggregate of all the Vendor's (and, if any, the Shareholders') collective liability for and in respect of this Agreement shall be absolutely limited to the dollar amounts and for the time limitations specified and as determined below in this Section 10. These limitations of amount of liability and time to assert any such liability shall apply to all claims and other demands, charges, allegations, liabilities, responsibilities, exposures and the like (collectively "Claims") no matter how any and all of such Claims may be brought or asserted, whether sounding in contract, tort or otherwise, at law, in equity, or otherwise, including, without limitation, Claims based on breach of contract, breach of representation, warranty or covenant, misrepresentation, negligent misrepresentation, indemnity (contractual or otherwise), contribution (contractual or otherwise), or loss in reliance.

**10.1 Time Limitations.** No Claims or other action shall be brought for (i) a breach of, or otherwise for or in respect of, a representation, warranty or covenant in this Agreement or (ii) otherwise with respect to this Agreement, unless the Claim Notice or Indemnity Notice is given not later than 18 months after the Closing Date.

**10.2 Amount Limitations for Vendor and Shareholders** In no event shall Vendor's and Shareholders' aggregate maximum liability for any and all Claims, collectively, exceed the "Aggregate Limit"; and in no event shall the Shareholders' several maximum liabilities exceed the respective "Individual Limits" for each of Bandula Wijay, Shani Wijay and Paolo Angelini. As used above, the term "Aggregate Limit" means the result of application of the following formula:

[REDACTED] Vendor in cash at closing or as a result of payment of any of the installment from escrow and (ii) is characterized in Vendor's federal income tax information return(s) as ordinary income or short-term capital gain

plus

[REDACTED] cash at closing or as a result of payment of any of the installment from escrow and

(ii) is characterized in Vendor's federal income tax information return(s) as long-term capital gain.

[REDACTED] ate  
[REDACTED]  
[REDACTED] (1994-1998), according to [REDACTED]

Individual Limit = Aggregate Limit (as determined) X Individual Shareholder's Percentage.

The Aggregate Limit and the Individual Limit of a Shareholder shall include and be increased by the amount, if any, of the current tax benefit (savings) actually realized as a result of any payment to Purchaser by Vendor or such Shareholder in respect of his/her share of a Claim and the current utilization by such Shareholder of such payment for the tax year in which such payment is made. In the event the indemnity payment is includible in such Shareholder's tax return for the applicable year with other like kind (e.g. ordinary loss, short term capital loss and long term capital loss) deductions or losses and all of such deductions or losses cannot be fully utilized in such tax year, then, in calculating the current tax benefit (savings), such indemnity payment shall first, be utilized against any income recognized by such Shareholder resulting from the receipt of a payment under this Agreement and second, be considered as having a pro rata effect with all such other like kind deductions and losses.

Any Claim against Vendor and/or Shareholders shall be determined and resolved in accordance with the procedures and limitations set forth in this Agreement or the Other Agreements by first offsetting and reducing the [REDACTED]  
[REDACTED]

10.3 Several Liability for Claims Against Shareholders. Shareholders shall be liable for or relating to Claims only (i) if and to the extent specified in the Indemnity Agreement and (ii) on a respective and fully several basis in proportion to their respective percentage ownership of Vendor's common stock at Closing as set forth on Schedule 10.3 hereto.

10.4 Vendor Disclaimers. Notwithstanding anything in this Agreement or elsewhere to the contrary, (i) Vendor makes no representation or warranty other than those specifically set forth herein in writing, (ii) Vendor does not warrant that Purchaser will be successful, either in a business or a technical sense (for example, the design of products, materials or processes used in manufacture or in the sales and marketing methods used by Vendor), as a result of purchasing the Sale Assets and (iii) the representations and warranties in this Agreement are in lieu of all other representations and warranties, express or implied, including, without limitation, the implied warranties of

merchantability and fitness for a particular purpose, which are hereby disclaimed. In addition, Vendor makes no representation or warranty that any design, drawing, computer software, documentation, materials used, equipment used or processes used or adapted for the research, development or manufacture of the Sale Assets or the use thereof by Purchaser is sufficient or is fit for a particular purpose and Vendor makes no representation or warranty that Purchaser should rely on such design, drawings, materials, documentation, equipment or process for the research, development, manufacture or sale of any of the Sale Assets or the products produced thereby. Vendor makes no representation or warranty that (i) the Purchaser will have any commercial success whatsoever after the purchase of the Sale Assets or (ii) the Purchaser can or should continue to conduct the Business in the same manner as it was conducted by Vendor. Vendor specifically informs Purchaser that the product life cycle of the Vendor's products relating to the Sale Assets is very short, often less than six months, and, therefore, Purchaser should at its own expense and using its own resources continue to develop designs, drawings, documentation, processes and introduce materials and products similar to the Sale Assets to be competitive in the Business. Vendor has advised Purchaser that there are many competing and overlapping patent, proprietary rights and trade secret claims in this area of business, and that Vendor cannot determine or predict who and what claims of infringement or other violation could be made with respect to the Sale Assets or the Business; and Purchaser will be relying on its own independent evaluation of the patent, proprietary rights and trade secrets in the conduct of its business. Vendor makes no representation or warranty that the Vendor's present suppliers will continue to supply raw materials and services to Purchaser for use in medical applications. Purchaser acknowledges that there is substantial reluctance by raw material suppliers to provide raw materials to the medical industry in general; therefore, Vendor makes no representation or warranty that suppliers of Vendor's raw materials will not change or alter the specifications of the raw materials without providing sufficient advance notice of such change or would supply materials equivalent in quality or specifications to Purchaser, as was previously supplied to Vendor, in the future. Purchaser acknowledges that Vendor makes no representation or warranty with respect to whether the employees will accept employment with Purchaser, and Vendor makes no representation or warranty that any employee compete with Purchaser. For purposes of clarification, Vendor makes no representation or warranty with respect to whether the employees of Vendor will accept employment with Purchaser, and Purchaser acknowledges that it is possible that employees of Vendor will take other employment which would compete with Purchaser; provided that the foregoing shall be subject to the Leocor Non-Competition Agreement and the Wijay Non-Competition Agreement each dated the date hereof. Purchaser acknowledges that Vendor has provided a list of some, but by no means a complete or exhaustive list, of the potential hazards Purchaser may experience in the Business after the Closing Date, a copy of which is attached hereto as Schedule 10.4.

**11 Independent Investigation.**

Purchaser acknowledges that in making the decision to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser has relied solely on the basis of its own independent investigation and due diligence of Vendor and upon the express written representations, warranties and covenants in this Agreement. Without diminishing the foregoing sentence, Purchaser acknowledges that Purchaser has received and reviewed the SCIMED Patent License and has had an opportunity to ask questions regarding the SCIMED Patent License. All of the representations and warranties of Vendor under this Agreement are reduced to writing and contained in this Agreement and in the Schedules attached hereto. Without diminishing the scope of the express written representations, warranties and covenants of Vendor in this Agreement and without affecting or impairing its right to rely thereon, Purchaser acknowledges that Vendor has not made, AND VENDOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE SALE ASSETS AND THE BUSINESS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS).

**12 Notices**

Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by first class registered mail, return receipt requested, addressed to the parties at the addresses set forth below (or at such other address as any party may specify by notice to all other parties given as aforesaid):

If to Vendor:

Leocor, Inc.  
1903 Carriage Creek  
Friendswood, Texas 77546

with a copy (which shall  
not constitute notice) to:

Rick L Wittenbraker  
Bracewell & Patterson, L.L.P.  
South Tower Pennzoil Place  
711 Louisiana Street, Suite 2900  
Houston, Texas 77002

Telecopier: 713-221-1212

If to Purchaser:

Eamonn Hobbs, President  
AngioDynamics Inc.  
603 Queensbury Avenue  
Queensbury, New York 12804

Telecopier: 518-798-3625

with a copy (which shall  
not constitute notice) to:

Steven H. Levin  
Goodman Phillips & Vineberg  
430 Park Avenue, 10th Floor  
New York, NY 10022

Telecopier: 212-308-0132

### 13 Default

13.1 If any party shall default in complying with its agreements, covenants and obligations provided for in this Agreement or the Other Agreements, the other parties shall have such rights or remedies as are available to it at law or in equity, including seeking injunctive relief if appropriate.

13.2 In the event that the non-defaulting party is entitled to receive an amount of money by reason of the defaulting party's default hereunder, then, in addition to such amount of money, the defaulting party shall promptly pay to the non-defaulting party a sum equal to interest on such amount (\_\_\_\_\_ (\_\_\_\_\_) such rate is not permitted under applicable law, then at the highest rate that is permitted to be paid under applicable law) during the period between the date such payment should have been made hereunder and the date of the actual payment thereof.



## 14 Definitions

As used in this Agreement, the following terms shall have the following meanings unless the context otherwise requires:

14.1 "affiliate" means, as applied to any person, (a) any other person directly or indirectly controlling, controlled by or under common control with, that person, (b) any other person that owns or controls (i) 5% or more of any class of equity securities of that person or any of its affiliates or (ii) 5% or more of any class of equity securities (including any equity securities issuable upon the exercise of any option or convertible security) of that person or any of its affiliates, or (c) any director, partner, officer, agent, employee or relative of such person. For the purposes of this definition, "control" (including with correlative meanings, the terms "controlling", "controlled by", and "under common control with") as applied to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person, whether through ownership of voting securities or by contract or otherwise.

14.2 "associate" means, with respect to any person, any corporation or other business organization of which such person is an officer or partner or is the beneficial owner, directly or indirectly, of ten percent (10%) or more of any class of equity securities, any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as a trustee or in a similar capacity and any relative or spouse of such person, or any relative of such spouse, who has the same home as such person.

14.3 "COBRA" shall mean the Consolidated Omnibus Budget Reconciliation Act, as amended;

14.4 "Code" means the Internal Revenue Code of 1986, as amended;

14.5 "contract" means all contracts, agreements, indentures, guarantees, notes, bonds, leases, mortgages, deeds of trust, licenses, franchises, commitments, arrangements, sales orders, purchase orders, warranties to third persons, plans or understandings, whether oral or written, express or implied;

14.6 "Environmental Claim" means any and all administrative or judicial actions, suits, orders, claims, liens, notices, notice of violations, violations or proceedings, whether civil or criminal (collectively "Environmental Claims"), related to any applicable Environmental Law or Environmental Permit brought, issued or asserted by (i) any governmental or regulatory authority for compliance, damages, penalties, investigative, removal, response, remedial action or other action

resulting from the Release of a Hazardous Substance at, to or from the Sites or any other site to which a Hazardous Substance or material containing a Hazardous Substance generated by Vendor (or its predecessors in interest) was sent for handling, treatment, storage, or disposal, or (ii) a Third Party seeking damages for personal injury or property damage resulting from the Release of a Hazardous Substance at, to or from the Sites or any other site to which a Hazardous Substance or material containing a Hazardous Substance generated by Vendor (or its predecessors in interest) was sent for handling, treatment, storage, or disposal.

14.7 "Environmental Law" means all current and future, United States federal, state, local and foreign laws, statutes, ordinances, codes, rules, regulations and common law relating to protection of the environment and/or governing the handling, use, generation, treatment, storage, transportation or disposal of Hazardous Substances, including but not limited to: the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300F et seq.; the Federal Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136y, et seq.); the Oil Pollution Act of 1990, Pub. L. No. 101-380, 104 Stat. 484 (1990); and the state, local and foreign analogies thereto, all as amended from time to time.

14.8 "Environmental Permits" means all permits, licenses, approvals, authorizations, or consents required by any governmental or regulatory authority under any applicable Environmental Law and includes any and all orders, consent orders or binding agreements issued or entered into by a governmental or regulatory authority under any applicable Environmental Law.

14.9 "Hazardous Substances" means petroleum and petroleum products, radioactive materials, pesticides, asbestos and asbestos-containing materials, polychlorinated biphenyls, and any materials or substances defined as or included in the definition of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic pollutants," "pollutants," "contaminants," "solid wastes," or "regulated substances" under any applicable Environmental Law.

14.10 "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of a Hazardous Substance into the environment.

14.11 "Site" means the Leased Property, including all soil, subsoil, surface waters and groundwater thereat.

14.12 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended;

14.13 "governmental or regulatory authority" means any court, tribunal, arbitrator, authority, agency, board, body, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, and shall include, without limitation, any stock exchange, quotation service and the National Association of Securities Dealers.

14.14 "judgments" means all judgments (whether or not final), awards, orders, writs, injunctions, rulings, and decrees of any court, governmental or regulatory authority or arbitration panel;

14.15 "laws" means all laws, statutes, codes, rules, regulations and ordinances of any jurisdiction;

14.16 "liabilities" means, unless the context otherwise suggests, all liabilities, debts and obligations, whether direct or indirect, whether absolute, accrued, contingent or otherwise and whether due or to become due;

14.17 "lien" means any lien, pledge, license, mortgage, security interest, claim, lease, charge, condition, restriction, assessment, conditional sales agreement, title retention agreement, hypothecation, option, right of first refusal, preemptive right, easement or any other encumbrance whatsoever, whether direct or indirect, contingent, accrued, absolute or otherwise;

14.18 "MPPAA" shall mean the Multi-Employer Pension Plan Amendments Act of 1980, as amended;

14.19 "permits" means and includes all permits, licenses, concessions, franchises, governmental authorizations and similar rights and privileges;

14.20 "person" means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, syndicate, trust, unincorporated organization, business enterprise or other entity;

14.21 "proceedings" means any action, suit, proceeding, arbitration or governmental or regulatory authority investigation or audit.

14.22 "property" means all assets, properties and business, real, personal or mixed, tangible or intangible, moveable or immoveable, including the goodwill of a person;

14.23 "proprietary rights" means all fictional business names, rights in mask works, patents, patent applications, patent licenses, inventions and discoveries that may be patentable, registered and unregistered trademarks, trademark registrations and applications therefor, service marks, service names, trade names, copyrights in both published and unpublished works, copyright registrations and applications therefor, know-how, confidential information, trade secrets, rights to products and any other proprietary rights or intellectual property rights, whether domestic or foreign and whether owned, used or licensed;

14.24 "taxes" means and includes all taxes, whether imposed by the United States or any foreign jurisdiction or any state, province, municipality, instrumentality or subdivision of the United States or any foreign jurisdiction or by any other taxing authority, including, without limitation, income, profits, real property, personal property, sales, use, transfer, purchase, franchise, ad valorem, added value, capital stock or surplus, occupation, excise, payroll, unemployment, disability, employees' income withholding or social security taxes and any interest and/or penalties in connection therewith;

14.25 "Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof and any interest and/or penalties in connection therewith; and

14.26 "WARN" means the Worker Adjustment and Retraining Notification Act, as amended.

## 15 Miscellaneous

15.1 This Agreement and the Other Agreements constitute the entire agreement of the parties with respect to the subject matter hereof and thereof and may not be modified, amended or terminated except by a written agreement signed by all of the parties hereto or thereto, as the case may be.

15.2 No waiver of any breach or default under this Agreement or any Other Agreement shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

15.3 This Agreement and the Other Agreements shall be binding upon and inure to the benefit of each party hereto and thereto, as the case may be, and its successors and permitted assigns. Vendor cannot assign its rights or obligations under this Agreement or the Other Agreements without the prior written consent of Purchaser. Purchaser can assign its rights and obligations under this Agreement and the Other Agreements only to an affiliate of Purchaser.

15.4 The section headings contained herein and in the Other Agreements are for the purposes of convenience only and are not intended to define or limit the contents of said sections.

15.5 Each party hereto and to the Other Agreements shall cooperate, shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement and the Other Agreements.

15.6 Purchaser and Vendor do not believe any sales, transfer or documentary taxes are payable in connection with this transaction. However, Purchaser and Vendor shall each pay one-half of all sales, transfer and documentary taxes that may be payable in connection with the sale, conveyances, assignments, transfers and deliveries to be made to Purchaser hereunder. No party shall have any responsibility for the income taxes of any other party.

15.7 This Agreement and the Other Agreements and all amendments hereto and thereto shall be governed by and construed in accordance with the law of the State of Texas applicable to contracts made and to be performed therein.

15.8 All Schedules referred to in this Agreement or the Other Agreements are incorporated herein or therein, as the case may be, by this reference.

15.9 Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated hereby are consummated, each party will pay its own costs and expenses.

15.10 Purchaser and Vendor will obtain the prior approval of the other parties of any press release to be issued immediately following the execution of this Agreement announcing the consummation of the transactions contemplated by this Agreement, which approval shall not be unreasonably withheld, provided that prior approval shall not be needed to the extent either party believes that it is necessary or appropriate to issue such press release under law or pursuant to any rule or regulation of any governmental or regulatory authority.

15.11 The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights, and this Agreement does not confer any such rights, upon any other person other than any person entitled to indemnity under Article 8.

15.12 The parties hereto agree that this Agreement is the product of negotiation between sophisticated parties and individuals, all of whom were represented by counsel, and each of whom had an opportunity to participate in and did participate in, the drafting of each provision hereof. Accordingly, ambiguities in this Agreement, if any, shall not be construed strictly or in favor of or against any party hereto but rather shall be given a fair and reasonable construction without regard to the rule of contra proferentum.

15.13 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

15.14 All disputes arising out of this Agreement or the Other Agreements that cannot be resolved by the parties shall be resolved by binding, non-appealable arbitration, to be conducted in New York, New York before and in accordance with the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Leocor, Inc., a Texas corporation

By: 

Its: Bandula Vijay  
President

Leocor, Inc., a Delaware corporation

By: 

Its: Eamon Hobbs  
President

Joinder and Guaranty by AngioDynamics, Inc.

AngioDynamics, Inc., a Delaware corporation ("Guarantor"), is the parent corporation of Purchaser and joins in this Agreement to: (i) induce Vendor to enter into this Agreement and consummate the transactions and matters herein contemplated, (ii) evidence its consent to and approval of this Agreement and the Other Agreements and all transactions and matters herein contemplated, and (iii) unconditionally and irrevocably guarantee to Vendor and its successors and assigns all obligations of Purchaser under this Agreement and the Other Agreements and all instruments and transactions herein contemplated. Guarantor's guarantee is a direct and primary obligation of Guarantor and may be enforced directly against Guarantor without the necessity of joining or pursuing Purchaser and without being affected by (i) any bankruptcy, insolvency, dissolution, stay, or any other event or circumstance affecting Purchaser or (ii) the invalidity, unenforceability or illegality as against or with respect to Purchaser of any provisions of this Agreement or any of the transactions or instruments contemplated in this Agreement. Notwithstanding the foregoing, this guarantee shall have no greater enforceability against AngioDynamics in its capacity as guarantor that it would have had, had AngioDynamics been the purchaser hereunder. This joinder and guaranty has been duly authorized, executed and delivered by Guarantor and constitutes a binding and enforceable obligation of Guarantor in accordance with its terms.

ANGIODYNAMICS, INC.

By: Eamonn Hobbs  
President

Address for notice:

603 Queensbury Avenue  
Queensbury, New York 12804  
Fax: (518) 798-3625

## Schedule 1.1.3

## Intellectual Property

## Patents

Issued US Patents:

Only a license from SciMed Life systems for the following patents is owned by Vendor

<u>Patent No.:</u>	<u>Issued:</u>	<u>Title:</u>
4,884,573	12/5/89	Very Low-Profile Angioplasty Balloon Catheter with capacity to Use Steerable, Removable Guidewires
4,921,483	5/1/90	Angioplasty Catheter
5,066,282	11/19/91	Positive Displacement Piston-Driven Blood Pump
5,158,540	10/27/92	Perfusion Catheter

US Patent Applications:

<u>Application No.:</u>	<u>Filed:</u>	<u>Title:</u>
08/418,087	4/6/95	Stent Delivery System
08/559,413	11/15/95	Coaxial/Double Lumen Catheter
08/582,722	1/4/96	Fluted Balloon Catheter
08/748,295	11/13/96	Balloon Catheter with Multiple Distensibilities

## Trademarks

Registered US Trademarks:

<u>Reg. No.:</u>	<u>Issue Date:</u>	<u>Mark:</u>
1,803,690	11/9/93	PICO-RUNNER
1,882,008	3/7/95	RACER
1,956,648	2/13/96	CORFLO
1,982,887	6/25/96	SABLE

Issued Foreign Trademarks:

<u>Reg. No.:</u>	<u>Issued Date:</u>	<u>Country:</u>	<u>Mark:</u>
558,712	7/20/94	Benelux	RACER
94532165	8/8/94	France	RACER
1,579,179	2/7/94	UK	RACER
2,907,952	7/20/94	Germany	RACER
1,580,132	7/95	UK	SABLE
MI94C007563	8/4/94	Italy	SABLE
2,911,024	8/9/94	Germany	SABLE
MI94C4007562	8/4/94	Italy	RACER
94/533,591	8/22/94	France	SABLE