

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Voting Agreement

CONVEYING PARTY DATA

Name	Execution Date
Advanced Coronary Intervention, Inc.	03/24/2000

RECEIVING PARTY DATA

Name:	Mr. Walter Wilson
Street Address:	910 American Street
City:	San Carlos
State/Country:	CALIFORNIA
Postal Code:	94070

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	5626576
Patent Number:	5749914
Patent Number:	5924993
Patent Number:	5947905

CORRESPONDENCE DATA

Fax Number: (303)296-5310

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 3032985700

Email: ptodenver@gibsondunn.com

Correspondent Name: Peter F. Weinberg

Address Line 1: 1801 California Street, Suite 4200

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:

63902-00001

NAME OF SUBMITTER:

Peter F. Weinberg

Total Attachments: 9

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## VOTING AGREEMENT

THIS VOTING AGREEMENT ("Agreement") is made and entered into as of March 22, 2000, among Michael Janssen ("Janssen"), Duane Schultz ("Schultz"), the other shareholders whose names appear at the end of this Agreement ("Other Shareholders"), and Walter A. Wilson ("Wilson"). Janssen, Schultz, and the Other Shareholders are referred to collectively as "Shareholders" and individually as a "Shareholder."

### Recitals

A. Each of the Shareholders owns Common Stock of Advanced Coronary Intervention, Inc., a Colorado corporation (the "Company").

B. Wilson has made a proposal to the Company to acquire substantially all of the assets of the Company pursuant to a letter dated March 22, 2000, a copy of which is attached hereto (the "Wilson Letter").

C. The Shareholders desire to enter into this Agreement for the purpose of governing their voting rights with respect to all of the shares of Common Stock of the Company owned by them for the Term (as hereinafter defined) and on the terms and conditions set forth herein.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Covered Shares. The terms of this Agreement shall apply to all of the shares of capital stock of the Company now owned or hereafter acquired by any Shareholder (the "Shares"). Any transfer of Shares from any Shareholder shall be bound by the terms of this Agreement. A transfer of Shares will not be effective until the transferee executes a copy of this Agreement as a Shareholder.

2. Voting Agreement. For the Term of this Agreement, as defined below, each of the Shareholders shall vote his or her Shares in accordance with the recommendation of the Board of Directors of the Company on all matters presented by such Board of Directors for consideration by the Shareholders of the Company in connection with the matters set forth in the Wilson Letter. The Shareholders further agree that they shall not execute any consent, agreement or other document in contravention of the intent of the foregoing agreement.

STANLEY I. DUBOIS, 10:41 AM

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3. Term. The term of this Agreement ("Term") shall be from the date hereof through June 30, 2000.

4. Termination and Modification. This Agreement shall terminate upon the end of the Term or the earlier written consent of all of the Shareholders and Wilson. This Agreement may be modified only by written agreement signed by all of the Shareholders and by Wilson.

5. Remedies. In the event of a default under this Agreement, any nondefaulting party shall be entitled to exercise all remedies at law or in equity, including the right to specifically enforce the terms hereof, and shall be entitled to recover all costs and expenses in connection with the exercise of his remedies, including reasonable attorneys' fees.


6. Benefit. The terms of this Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns.

7. Enforceability. In the event that any provision of this Agreement is held unenforceable, the remainder of this Agreement shall remain in effect and shall be enforceable to the maximum extent permitted by law.

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

  
Michael Janssen

  
Duane Schultz

  
[Typed Name]

ANDY HADJI-DETIS

[Typed Name]

[Typed Name]

[Typed Name]

[Typed Name]

[Typed Name]

Walter A. Wilson 3/29/2000  
Walter A. Wilson

3/29/2000 10:41 AM

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STEVE  
Prine &  
Sign  
Here →

[Typed Name]

[Typed Name]

[Typed Name]

Steve LIT

[Typed Name]

[Typed Name]

Walter A. Wilson 3/23/2000  
Walter A. Wilson

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TOTAL P.04

Dave  
Prime  
Sign  
Here →

[Typed Name]



[Typed Name]

Dave Amundson

5/23/2000

[Typed Name]

[Typed Name]

[Typed Name]

Walter A. Wilson 5/23/2000

Walter A. Wilson

NOT A SIGNATURE





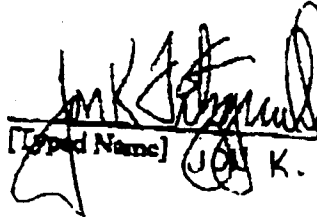
[Typed Name]

[Typed Name]

[Typed Name]

[Typed Name]

Don  
Sign  
Here →

  
[Typed Name] JOE K. FITZGERALD 3/24/2000

  
Walter A. Wilson 5/23/2000

WITNESS SIGNATURES: REFLECT

ACI

**ADVANCED CORONARY INTERVENTION**

2 Inverness Drive East, Ste. 100

Englewood, Colorado 80112

Phone: 303-706-0097 xt 221

Fax: 303-706-0114

DATE:

**TO:** Walt W.

**FROM:** Mike Janssen

Number of pages including cover sheet:

**Message**

Attached are cc's of VOTING AGREEMENTS (Advanced Proxies)

I have approximately another 15% regular proxies voting FOR. There have been NO votes AGAINST too date.

*90* # of voting shares

Amundson	7.55	<i>90</i>
Litt	4.30	
Janssen	30.34	
Schultz	13.37	
Balaster	3.97	
Hadjicostis	2.43	
Fitzgerald	0.50	

TOTAL	62.46	<i>90</i>
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March 24, 2000

Advanced  
Coronary  
Intervention

Dear Shareholder:

Previous letters have disclosed ACI's difficulties recruiting necessary funding for continued operation of ACI. Despite numerous attempts, no further funding has been secured. Because of debts and imminent foreclosure by creditors and a potential funding from Windamere Ventures, a bridge loan was provided from Windamere in the spring of 1998. Windamere extended that loan until November 1998. However, because ACI has been unable to repay the note, Windamere has given ACI notice of an immediate foreclosure (see copy of letter).

As indicated previously, under the terms of the note, Windamere will own ALL the assets of ACI. Also, since ACI has not been able to pay rent, we expect to be forced out of these facilities at the lease expiration date of April 15th. Under this set of circumstances, ACI will have no place to conduct business, all assets will be seized and ACI shareholders will be left with nothing other than the remaining debts of ACI.

As a result of the letters sent to shareholders apprising them of ACI's difficulty in recruiting additional funding, one shareholder, Walt Wilson, has indicated an interest in paying off the Windamere note and moving ACI technology forward. He has presented to the Board the following letter, which the Board has reviewed.

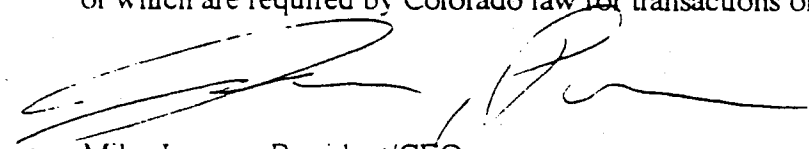
Per the letter, Wilson agrees to pay off the Windamere note, thus preventing Windamere's seizure of all ACI's assets. Wilson will obtain all of ACI's assets and will provide ACI 7.5% of a company he will form (see letter). Via this company he plans to secure additional funding and complete technology development. Wilson intends to approach ACI technical experts to providing assistance in the completion of the products once funding is in place.

In addition to attempting to find financing, in recent months we have sought buyers for the company or the patents without success. The Board has no other viable offers in hand or immediately forthcoming and currently sees this as the only way ACI shareholders can derive any potential value for their investment.

The attached sheet illustrates in a simplified representation of what may happen under the Windamere foreclosure scenario and the Wilson (NEWCO) scenario. Actual results may vary.

The Board has considered and accepted this proposal, subject to shareholder approval. The shareholder meeting to vote on this is scheduled for 20 days from today, April 13, 2000 at ACI facilities at 9:00 AM, Suite 100, #2 Inverness Drive East, Englewood CO.

Enclosed is a proxy which we would like to have signed and returned to ACI. If you are in favor of this, please sign and return your proxy immediately so Mr. Wilson can go forward with paying off the Windamere note, thus preventing foreclosure on ACI's assets. I also enclose a Notice of Dissenter's Rights and a copy of the applicable Colorado Statute regarding dissenter's rights, both of which are required by Colorado law for transactions of this type.

  
Mike Janssen, President/CEO