PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Foreclosure Action on Listed Patents

CONVEYING PARTY DATA

Name	Execution Date
Endovascular Instruments, Inc.	04/21/2006

RECEIVING PARTY DATA

Name:	Synectic Ventures I LLC
Street Address:	888 SW 5th Ave., Ste. 300
City:	Portland
State/Country:	OREGON
Postal Code:	97204

Name:	Synectic Ventures II LLC
Street Address:	888 SW 5th Ave., Ste. 300
City:	Portland
State/Country:	OREGON
Postal Code:	97204

Name:	Synectic Ventures III LLC
Street Address:	888 SW 5th Ave., Ste. 300
City:	Portland
State/Country:	OREGON
Postal Code:	97204

CH $640.00 6090135

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6090135
Patent Number:	5934284
Patent Number:	5904146
Patent Number:	5873905
Patent Number:	5865844

Patent Number:	5843165
Patent Number:	5842479
Patent Number:	5836316
Patent Number:	5782847
Patent Number:	5665098
Patent Number:	5662701
Patent Number:	5643297
Patent Number:	5622188
Patent Number:	5571169
Patent Number:	5571122
Patent Number:	5282484

CORRESPONDENCE DATA

Fax Number: (503)295-0915

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

Phone: 503-499-4676

Email: tina.dippert@bullivant.com

Correspondent Name: Robert B. Miller

Address Line 1: 888 SW 5th Ave., Ste. 300

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	25742-1
NAME OF SUBMITTER:	GH Goldstick, Pres., GH Goldstick & Co.

Total Attachments: 31

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I HEREBY CERTIFY THAT THE FOREGOING IS A COMPLETE AND EXACT COPY OF THE ORIGINAL THEREOF

Attorneys for PTFS

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

SYNECTIC VENTURES I, LLC, an Oregon limited liability company; SYNECTIC VENTURES II, LLC, an Oregon limited liability company; SYNECTIC VENTURES III, LLC, an Oregon limited liability company,

Plaintiffs,

v.

EVI CORPORATION, an Oregon corporation, dba ENDOVASCULAR INSTRUMENTS, INC.; SYNECTIC VENTURES IV, LLC, an Oregon limited liability company; SYNECTIC VENTURES V, LLC, an Oregon limited liability company; and SYNECTIC ASSET VENTURES, LLC, purportedly an Oregon limited liability company,

Defendants.

Case No. 0604-04199

COMPLAINT

ENFORCEMENT OF PROMISSORY NOTE AND FORECLOSURE OF SECURITY INTEREST

CLAIM NOT SUBJECT TO MANDATORY ARBITRATION

1.

Plaintiffs Synectic Ventures I, LLC ("Fund I"), Synectic Ventures II, LLC ("Fund II"), and Synectic Ventures III, LLC ("Fund III), are Oregon limited liability companies.

SSBLS Main Documents\7541\002\00107814

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.
209 S.W. OAK STREET
PORTLAND, OREGON 97204
TEL. (503) 227-1600 FAX (503) 227-6840

7541-002

2.

Defendant EVI Corporation ("EVI") is an Oregon corporation that does business as EVI Corporation.

3.

Defendants Synectic Ventures IV, LLC ("Fund IV") and Synectic Ventures V, LLC ("Fund V") are Oregon limited liability companies, and Synectic Asset Ventures LLC ("SAV"), purports to be an Oregon limited liability company. Fund IV, Fund V, and SAV may claim interests in the note, security agreement, and collateral on which plaintiffs seek to foreclose and is at issue this lawsuit.

4.

On or about March 13, 2003, plaintiffs and defendant EVI entered into a Note and Warrant Purchase Agreement ("Purchase Agreement"). A copy of the Purchase Agreement is attached hereto as Exhibit 1 and is incorporated herein. Under the terms of the Purchase Agreement, EVI promised to pay each plaintiff an amount as set forth in the Promissory Notes (the "Notes") included in the Purchase Agreement together with interest at the rate of 8% per annum, compounded annually, from the dates of the advances referenced in the Notes and in Schedule A to the Purchase Agreement. Subsequently, Fund II loaned EVI additional advances of $25,000.00 on or about June 12, 2003, and $15,000.00 on or about July 3, 2003. These additional advances bear interest at the rate of 8% per annum, compounded annually, from said dates until paid.

5.

The Purchase Agreement further included a Security Agreement that granted plaintiffs a security interest in certain collateral (the "Collateral").

6.

The security interest in the Collateral was timely perfected.

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TEL. (503) 227-1600 FAX (503) 227-6840

7.

Defendant EVI failed to abide by the terms of the Purchase Agreement and Notes in that it failed to pay the Notes by December 31, 2004.

8.

Plaintiffs are entitled to a judgment as follows:

(a) Against defendant EVI in the sum of $897,400.00 as to Fund I, $1,623,122.45 as to Fund II, and $414,400.00 as to Fund III, together with interest at the rate of 8% per annum from the date and on the amount of each advance, compounded annually, until paid.

(b) For foreclosure of the Security Agreement and for the sale of the Collateral by the sheriff in the manner provided by law toward the satisfaction of the judgment.

9.

Defendants Fund IV and Fund V may claim a lien or interest in the Collateral. The Court should make such orders as are just and equitable as to Funds IV and V.

10.

Defendant SAV may claim a lien or interest in the Collateral pursuant to a purported First Amendment to Note and Warrant Purchase Agreement and to Security Agreement that apparently was executed by EVI and Craig Berkman. The court should declare that, if SAV has any interest in the Collateral, any interest of SAV is junior to and subordinated to the claims of plaintiffs.

11.

Pursuant to the terms of the Notes, Security Agreement, and Purchase Agreement, plaintiffs are entitled to their costs, disbursements, and reasonable attorney fees from EVI.

12.

Plaintiffs have no adequate remedy at law.

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TEL. (503) 227-1600 FAX (503) 227-6840

Wherefore, plaintiffs pray for relief as follows:

(a) Judgment in the amount of $897,400.00 for Fund I.

(b) Judgment in the amount of $1,623,122.45 for Fund II.

(c) Judgment in the amount of $416,400.00 for Fund III.

(d) Interest for each of Fund I, Fund II, and Fund III at the rate of 8% per annum, compounded annually, on each amount applicable to each Fund from the date and on the amount of each advance set forth in Schedule A to the Purchase Agreement, plus, as to Fund II, from June 12, 2003 on the additional sum of $25,000.00, and from July 3, 2003, on the additional sum of $15,000.00.

(e) That the Security Agreement be foreclosed and the collateral sold by the sheriff.

(f) That the Court enter orders as are just and equitable as to any claim by Funds IV and V, and for the Court to declare that, if SAV has any interest in the Collateral, any interest of SAV is junior to and subordinated to the claims of plaintiffs.

(g) That plaintiffs recover their attorney fees, costs and disbursements.

(h) That the Court grant such other relief as is just and equitable in the circumstances.

DATED this 21 st day of April, 2006.

STOLL STOLL BERNE LOKTING & SHLACHTER P.C.

By: _____
Gary M. Berne, OSB No. 77407

209 S.W. Oak Street, Fifth Floor
Portland, OR 92204
Telephone: (503) 227-1600
Facsimile: (503) 227-6840

Attorneys for Plaintiffs

Trial Attorney: Gary M. Berne, OSB No. 77407

NOTE AND WARRANT PURCHASE AGREEMENT

THIS NOTE AND WARRANT PURCHASE AGREEMENT (this "Agreement") is made and shall be effective as of the 13th day of March, 2003 (the "Effective Date"), by and between EVI CORPORATION, an Oregon corporation doing business as Endo Vascular Instruments, Inc. (the "Company"), and those persons and entities whose names are set forth on the attached and incorporated Exhibit "A" (collectively, the "Investors", and individually an "Investor"), including CB (Berkman) Capital II LLC, aka Synectic Ventures II, LLC ("CBII"). The Company and the Investors are referred to herein collectively as the "Parties," and may be referenced singularly as a "Party."

RECITALS:

A. Since September, 2000, certain of the Investors have advanced funds to the Company, pursuant to a bridge loan arrangement authorized by the Company's Board of Directors, in the aggregate amount of $3,109,719.04 and the Investors have agreed to advance additional funds to the Company, from time to time, upon the terms and conditions set forth herein.

B. The Company and the Investors wish to memorialize and confirm the terms and conditions governing all such advances, and the conversion or repayment thereof.

C. The Company desires to issue Promissory Notes (the "Notes") to the Investors, representing such advances, together with warrants to acquire certain common shares of the Company (the "Warrants").

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, and the covenants and agreements set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Issuance of the Notes and Warrants to the Investors.

(a) The Company herewith acknowledges its receipt, from time to time on or before the Effective Date of this Agreement, of principal advances from the Investors under the bridge loan arrangement which aggregate, in total (without accrued interest), the sum of $3,109,719.04 (collectively, the "Effective Date Principal Balance"). The amount and date of each advance which constitutes a portion of the Effective Date Principal Balance is set forth opposite the name of the Investor that made such advance on Exhibit "A" hereto. The Parties specifically agree that all advances which constitute a portion of the Effective Date Principal Balance shall be subject to and governed by the terms and conditions set forth in this Agreement. In connection with the confirmation of the Effective Date Principal Balance, the Investors herewith confirm to and agree with the Company and one another that no event of default has occurred or exists, as of the Effective Date, in regard to any aspect of the bridge loan arrangement or any advance made to the Company on or before the Effective Date.

(b) Subject to the terms and conditions of this Agreement, the Investors may advance additional funds to the Company, from time to time. The total principal amount of all such additional advances, together with the Effective Date Principal Balance shall not exceed a total of Four Million Five Hundred Thousand Dollars ($4,500,000) (specifically excluding all accrued but unpaid interest); except to the extent that a greater amount shall be authorized by mutual written agreement of the Company and each of the Investors.

(c) Exhibit "A" to this Agreement may be modified, from time to time, to add thereto as "Investors" additional persons or entities and to indicate the amounts of any additional advances made to the Company by any Investor as permitted by paragraph 1(b) hereof. To the extent Exhibit "A" is to be modified to indicate an additional advance, such modification will be effective when approved by the Company, the Investor making the advance and CBII acting as "Agent" pursuant to paragraph 5 hereof. To the extent Exhibit "A" is to be modified to add a person or entity as an "Investor" (a "New Investor"), such modification will be effective when approved by the Company, CBII acting as Agent, the New Investor and by each Investor who is not an affiliate of CBII or of Craig L. Berkman.

(d) At a closing which shall take place at the office of the Company located in Vancouver, Washington, at 9:00 a.m. local time, on the Effective Date, or at such other time and place as the Company and the Investors shall mutually agree in writing (which time and place is designated as the "Initial Closing"), the Company shall deliver to each Investor a Note in the form attached hereto as Exhibit "B". Each Note issued at the Initial Closing shall be dated as of the Effective Date and shall cover all advances made by the Investor in question prior to the Effective Date, as well as all subsequent advances, if any, which are made by such Investor. It is specifically acknowledged and agreed that each advance evidenced by such Note shall bear interest thereunder beginning upon the date upon which such advance is actually made (as conclusively evidenced by the then current Schedule 1 to such Note), notwithstanding that such advance may actually have been made either before or after the effective date of the Note itself. Additionally, at the Initial Closing, the Company shall deliver to each Investor a Warrant, in the form attached hereto as Exhibit "C", representing the right to acquire up to that number of the Company's authorized but previously unissued common shares set forth opposite such Investor's name on Exhibit "A" under the heading "Initial Closing Warrants".

(e) From time to time between the effective date of this Agreement and the earliest to occur of December 31, 2004 or the effective date of the conversion of all of the Notes in accordance with paragraph 4 hereof, certain of the Investors may agree, at the Company's request, to advance additional funds to the Company, as permitted by paragraph 1(b) above. Each such additional advance shall be made by the delivery to the Company of the agreed upon amount in immediately available funds, by check, wire transfer, or such other form of payment as shall be mutually agreed upon by the Investor and the Company. Upon the delivery by an Investor of such an additional advance, the Company and the Investor making such advance shall execute a new Schedule 1 to the Note held by such Investor (or a new Note and Schedule 1 thereto if the person or entity making such advance is a New Investor) evidencing the principal amount and date of such advance. Additionally, the Company shall execute and deliver to such Investor a Warrant, in the form of Exhibit "C," representing the right to acquire up to one

thousand two hundred (1,200) shares of the Company's authorized but unissued common shares for each Ten Thousand Dollars ($10,000) of principal amount of such advance.

2. Representations and Warranties of the Company. The Company represents and warrants to each Investor as follows:

(a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Oregon, has all requisite corporate power and authority to own and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted, to execute and deliver this Agreement, the Notes, the Warrants, a security agreement in the form attached hereto as Exhibit "D" (the "Security Agreement"), to issue the shares of common stock of the Company (the "Common Stock") issuable upon the exercise of the Warrants, and to otherwise carry out the provisions of this Agreement, the Notes, the Warrants and the Security Agreement.

(b) All corporate action on the part of the Company, and its officers, directors and shareholders, necessary for the authorization, execution and delivery of this Agreement, the Notes, the Warrants, and the Security Agreement, the performance of all obligations of the Company hereunder and thereunder, and the reservation for issuance of the Common Stock issuable upon exercise of the Warrants has been taken or will be taken prior to the Initial Closing. This Agreement, the Notes, the Warrants, and the Security Agreement constitute the valid and legally binding obligations of the Company, enforceable as to the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting the enforcement of creditors' rights generally, and (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) All "New Stock" or "Series D Preferred Stock" (as such terms are hereinafter defined) issuable upon the conversion of the Notes, when issued, paid for and delivered in accordance with the terms of this Agreement and the Notes, for the consideration expressed herein or therein, will be duly and validly authorized, issued, fully paid and non-assessable, and will be free of restrictions on transfer, other than as required by this Agreement and by applicable State and/or Federal securities laws. The Common Stock issuable upon the exercise of the Warrants has been duly and validly reserved for issuance and, when issued in accordance with the terms of the Warrants, will be duly and validly issued, fully paid, and non-assessable, and will be free of restrictions on transfer, other than as required by this Agreement and by applicable State and/or Federal securities laws.

3. Representations and Warranties of the Investors. Each Investor hereby represents, warrants, covenants and agrees that:

(a) It has full power and authority to enter into this Agreement and this Agreement constitutes the valid and legally binding obligation of such Investor.

(b) The Notes and Warrants to be issued to such Investor, any New Stock or Series D Preferred Stock issuable upon conversation thereof, and the Common Stock issuable

upon the exercise of the Warrants (collectively the "Securities") are being and will be acquired for investment for such Investor's own account, not as a nominee or agent, and not with a view to the re-sale or distribution of any part thereof, and such Investor has no present intention of selling, granting any participation in, or otherwise distributing the same.

(c) It understands that the issuance of the Securities will not be registered under the Securities Act of 1933, as amended (the "Securities Act") on the ground that the sale provided for in this Agreement and the issuance of the Securities hereunder, is exempt from registration under the Securities Act pursuant to Section 4(2) thereof, and that the Company's reliance on such exemption is predicated on the Investor's representations as set forth herein.

(d) It has received all of the information that it considers necessary for deciding whether to acquire the Notes and the Warrants to be issued to such Investor hereunder. It further represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Notes and the Warrants, and the business, properties, prospects, and financial condition of the Company and to obtain additional information necessary to verify the accuracy of any information furnished to such Investor or to which it had access.

(e) It is experienced in evaluating and investing in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of such Investor's investment in the Company, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment in the Notes and Warrants. Such Investor also represents that it has not been organized for the specific purpose of acquiring the Notes or Warrants described herein.

(f) It is an accredited investor as defined in Rule 501(a) of Regulation D of the Securities and Exchange Commission as promulgated under the Securities Act.

(g) It understands that the Notes and Warrants (and any New Stock, Series D Preferred Stock or Common Stock issued on conversion or exercise thereof) may not be sold, transferred or otherwise disposed of (other than the conversion thereof in accordance with its terms) without registration under the Securities Act or an exemption therefrom, and that the Securities constitute "Restricted Securities" as defined in Rule 144 promulgated under the Securities Act. Such Investor agrees that the certificate or certificates representing shares of any New Stock, Series D Preferred Stock or Common Stock issued pursuant to this Agreement, the Notes or the Warrants may bear such restrictive legends as are deemed necessary or appropriated by the Board of Directors of the Company.

4. Conversion of the Notes.

(a) The outstanding principal of, and all accrued and unpaid interest under, the Notes (collectively, the "Note Balance") shall automatically be converted into such authorized but previously unissued equity securities of the Company as may be authorized, approved and designated by the Company's Board of Directors for issuance and sale to accredited investors prior to the Maturity Date of the Notes (and such type of equity securities shall be referred to

herein as the "New Stock"), provided that, in order to constitute New Stock, the authorizations, designations, terms and conditions of, and the offer and sale of such equity securities of the Company must be approved by either (i) the unanimous vote of the entire Board of Directors of the Company, or (ii) the majority of all then serving directors who are not affiliates of CBII or any other Investor owned or controlled by Craig L. Berkman. Such conversion shall take place immediately upon the closing or completion of an investment or series of investments in the New Stock by one or more persons or entities (including the Investors and their affiliates) in an aggregate cash amount of not less than $1,000,000.00 (excluding the principal balance and accrued interest converted pursuant to the Notes). The conversion shall occur at the price per share paid by such persons or entities for the New Stock.

(b) The holders of fifty percent (50%) or more of the then outstanding aggregate Note Balances may elect, at any time prior to the Maturity Date of the Notes, to cause the Note Balances of all then outstanding Notes to be converted into authorized but previously unissued shares of a new series of the Company's preferred stock which shall be designated by the Board of Directors of the Company as "Series D Preferred Stock". Such Series D Preferred Stock shall have rights, privileges and preferences which are substantially identical to, and which shall be *pari passu* with, the rights, privileges and preferences of the Company's presently outstanding Series C Voting Preferred Stock, as such rights, privileges and preferences are in effect upon the Effective Date of this Agreement. The conversion of the Note Balances, as permitted by this paragraph 4(b), shall take place at a price per share of Series D Preferred Stock equal to two dollars and fifty cents ($2.50).

(c) In the event that, prior to the Maturity Date of the Notes, the Company shall propose to engage in and complete (i) an initial public offering of its securities pursuant to a *bona fide*, firm commitment underwriting pursuant to a registration statement under the Securities Act, which results in an offering price of at least ten dollars ($10.00) per share and aggregate gross proceeds to the Company of at least seven million five hundred thousand dollars ($7,500,000.00) or (ii) a merger or consolidation with another corporation or entity which will result in the shareholders of the Company immediately prior to the effective date of such merger or consolidation owning less than fifty percent (50%) of the issued and outstanding equity securities of the surviving entity in such merger or consolidation immediately following its completion, or (iii) in the sale of all or substantially all of its business and assets, the Company will give the Investors written notice of such event (a "Liquidity Event") at least twenty (20) days prior to the proposed effective date of such transaction. For a period of ten (10) days following the date of such written notice, each Investor shall have the right to elect either (x) to convert the entire Note Balance of each Note held by such Investor into shares of Series D Preferred Stock at the rate of one (1) share of Series D Preferred Share for each two dollars and fifty cents ($2.50) of principal and interest converted, or (y) to receive full payment of the Note Balance due under the Notes held by such Investor, in cash, immediately following the effective time of the Liquidity Event in question. If the Company does not receive, from any Investor, written notice of such Investor's election within such ten (10) day period, then such Investor shall, for all purposes, be conclusively deemed to have elected to receive the payment of its Note Balance, in cash, as provided in paragraph 4(c)(y) above. In the event that an Investor elects, pursuant to paragraph 4(c)(x) above to receive Series D Preferred Stock in connection with such

Liquidity Event, then such election shall be deemed to constitute the delivery to the Board of Directors of the Company of an irrevocable, written proxy by the Investor in question authorizing and directing the proxies designated by the Board of Directors to vote all shares of Series D Preferred Stock issuable to the Investor in favor of the proposed Liquidity Event at any meeting of the shareholders of the Company which is called to consider and vote upon such Liquidity Event.

5. Administration of the Notes, the Warrants and the Security Agreement.

(a) CB II is hereby designated and shall act as the "Agent" for all of those Investors that are affiliates of either CBII or Craig L. Berkman (the "Affiliate Investors") in regard to this Agreement, and the Notes, and the Warrants held by such Investors. Additionally CBII shall act as "Agent" for all Investors in regard to the Security Agreement.

(b) The Agent shall have the authority to perform and take actions, both ministerial and substantive, on behalf of (i) the Affiliate Investors in connection with this Agreement, the Notes, and the Warrants, and (ii) all Investors in connection with the Security Agreement. Pursuant to such authority, the Agent shall have the right to take actions that may materially affect the rights or obligations of the Investors in question under this Agreement, the Notes, the Warrants or the Security Agreement (including, without limitation, the declaration of a default, extending the maturity dates of the Notes, reducing the principal balance, accrued interest or interest rate under the Notes, modifying the terms of conversion or exercise of the Notes or the Warrants, or releasing collateral under the Security Agreement). The Investors specifically agree that any such authorized action taken by the Agent in regard to this Agreement, the Notes, the Warrants and the Security Agreement shall be deemed to be the valid and binding act of each Investor and shall be fully enforceable against such Investor. The Investors agree to indemnify and hold the Agent harmless from and against any loss, damage, liability, cost or expense (including without limitation, reasonable attorneys' fees) incurred by the Agent in connection with the performance of its responsibilities as the Agent hereunder, so long as such performance is undertaken reasonably and in good faith. The Company may rely upon any written instructions it receives from the Agent in regard to this Agreement, the Notes, and the Warrants (as to the Affiliate Investors) and in regard the Security Agreement (as to all Investors), without separate or independent inquiry of the individual Investors, in question.

6. Miscellaneous.

(a) This Agreement and the documents referred to herein constitute the entire agreement among the Parties in regard to the subject matter hereof, and this Agreement supersedes all other agreements or understanding, written or oral in regard to such subject matter.

(b) The warranties, representations, and covenants of the Company and the Investors contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the delivery of the Notes for a period of one year from the Effective Date; provided, however, that the foregoing limitation on survivability shall not apply to a covenant on the part of the Company to perform or refrain from performing any act and that

such limitation on survivability shall not be construed to restrict in any way the right of the Investors to bring an action against the Company based on fraud.

(c) Neither Company nor any Investor may assign this Agreement without the prior written consent of (i) the Agent and all non-affiliate Investors, in the case of the Company, and (ii) the Company, in the case of any Investor, which consent shall not be unreasonably withheld. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon applicable to contracts made and to be performed in the State of Oregon. The Parties irrevocably consent to the jurisdiction of the United States federal courts and state courts located in the County of Multnomah in the State of Oregon in any suit or proceeding based on or arising under this Agreement and irrevocably agree that all claims in respect of such suit or proceeding may be determined in such courts. The Parties hereto irrevocably waive the defense of an inconvenient forum to the maintenance of such suit or proceeding. The Parties further agree that service of process upon the Parties hereto mailed by the first class mail shall be deemed in every respect effective service of process upon such Party in any suit or proceeding arising hereunder. Nothing herein shall affect either Party's right to serve process in any other manner permitted by law. The Parties agree that a final non-appealable judgment in any such suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit or such judgment or in any other lawful manner.

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

(f) The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(g) Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the Party to be notified (or upon the date of attempted delivery where delivery is refused) or, if sent by telecopier, telex, telegram, or other facsimile means, upon receipt, prior to 5 p.m. local time of the addressee on a business day, of appropriate confirmation of receipt, or upon deposit with the United States Postal Service, by registered or certified mail, or nationally recognized next day air courier, with postage and fees prepaid and addressed to the Party entitled to such notice at the address indicated for such Party on the signature page hereof, or at such other address as such Party may designate by 10 days' advance written notice to the other Party.

(h) Each Party represents that it neither is nor will be obligated for any finder's fee or commission in connection with the transactions contemplated by this Agreement.

The Investors agree to indemnify and to hold harmless the Company from any liability for and commission or compensation in the nature of a finder's fee (and the cost and expenses of defending against such liability or asserted liability) for which any Investor, or any of its members, employees, or representatives, is responsible. The Company agrees to indemnify and hold harmless the Investors from any liability for any commission or compensation in the nature of a finder's fee (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees, or representatives is responsible.

(i) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the Note, the Warrants, or the Security Agreement, the prevailing Parties shall be entitled to reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which such Party may be entitled.

(j) Any term of this Agreement, the Note, the Warrants, or the Security Agreement may be amended and the observance of any term hereof or thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Agent.

(k) If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(l) Any public announcement or other disclosure to a third party regarding this Agreement by any Investor shall be subject to the prior written approval of the Company, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have caused this Note and Warrant Purchase Agreement to be executed and delivered by their duly authorized representatives as of the date first herein written.

THE COMPANY:

EVI CORPORATION

By: _____

Thomas A. Wiita
President and CEO

2501 SE Columbia Way, Suite 150
Vancouver, Washington 98661-8038

THE INVESTORS:

CB (Berkman) Capital LLC, aka Synectic Ventures I, LLC
By: _____
Its: _____

806 SW Broadway
Suite 900
Portland, Oregon 97205

CB (Berkman) Capital II, LLC, aka Synectic Ventures II, LLC
By: _____
Its: _____

806 SW Broadway
Suite 900
Portland, Oregon 97205

CB (Berkman) Capital IIA LLC, aka Synectic Ventures III, LLC
By: _____
Its: _____

806 SW Broadway
Suite 900
Portland, Oregon 97205

CB (Berkman) Capital IV, LLC, aka Synectic Ventures IV, LLC
By: _____
Its: _____

806 SW Broadway
Suite 900
Portland, Oregon 97205

Synectic Ventures LLC, aka Synectic Ventures V, LLC
By: _____
Its: _____

806 SW Broadway
Suite 900
Portland, Oregon 97205

EXHIBIT "A"

(To the Note and Warrant Purchase Agreement dated March 13, 2003)

Investor	Initial Principal Balance	Initial Closing Warrants
CB (Berkman) Capital LLC, aka Synectic Ventures I, LLC	$897,400.00	107,688
CB (Berkman) Capital II LLC, aka Synectic Ventures II, LLC	$1,583,122.45	189,974
CB (Berkman) Capital IIA LLC, aka Synectic Ventures III, LLC	$416,400.00	49,968
CB (Berkman) Capital IV LLC, aka Synectic Ventures IV, LLC	$120,000.00	14,400
Synectic Ventures LLC, aka Synectic Ventures V, LLC	$92,796.59	11,135

EXHIBIT A (continued) -- ENDOVASCULAR INSTRUMENTS, INC.
CB Capital Cash Advances under the Bridge Loan--PRINCIPAL ONLY

	Synectic I/ CB Capital	Synectic II/ CB II	Synectic III/ CB IIA	Synectic V/ Synectic	Synectic IV/ CB IV	CB&A	Total	Cumulative
9/13/00	$ 50,000.00	$ -	$ -	$ -	$ -	$ -	$ 50,000.00	$ 50,000.00
9/15/00	-	50,000.00	25,000.00	-	-	-	75,000.00	125,000.00
9/29/00	-	20,000.00	10,000.00	-	-	-	30,000.00	155,000.00
10/2/00	-	-	30,000.00	-	-	-	30,000.00	185,000.00
10/4/00	-	-	25,000.00	-	-	-	25,000.00	210,000.00
10/10/00	-	-	80,000.00	-	-	-	80,000.00	290,000.00
10/12/00	10,000.00	-	50,000.00	90,000.00	-	-	150,000.00	440,000.00
10/24/00	-	100,000.00	-	-	-	-	100,000.00	540,000.00
11/9/00	-	210,000.00	-	-	-	-	210,000.00	750,000.00
12/15/00	-	175,000.00	-	-	-	-	175,000.00	925,000.00
12/31/00	-	-	-	-	-	443.19	443.19	925,443.19
1/10/01	-	-	-	50,000.00	-	-	50,000.00	975,443.19
1/19/01	30,000.00	-	40,000.00	-	-	-	70,000.00	1,045,443.19
2/9/01	-	130,000.00	-	-	-	-	130,000.00	1,175,443.19
2/20/01	-	-	-	-	-	226.64	226.64	1,175,669.83
3/9/01	-	-	-	300,000.00	-	-	300,000.00	1,475,669.83
4/12/01	-	100,000.00	-	-	-	-	100,000.00	1,575,669.83
5/1/01	-	25,000.00	-	-	-	-	25,000.00	1,600,669.83
5/14/01	1,800.00	3,000.00	6,400.00	-	-	10,000.00	21,200.00	1,621,869.83
5/22/01	-	125,000.00	-	-	-	-	125,000.00	1,746,869.83
6/15/01	-	20,000.00	-	-	-	-	20,000.00	1,766,869.83
7/2/01	-	-	-	-	-	55,000.00	55,000.00	1,821,869.83
7/12/01	-	-	-	-	-	33,000.00	33,000.00	1,854,869.83
7/31/01	10,000.00	-	-	10,000.00	-	-	20,000.00	1,874,869.83
8/3/01	-	-	-	80,000.00	-	-	80,000.00	1,954,869.83
9/14/01	-	-	-	55,000.00	-	-	55,000.00	2,009,869.83
9/20/01	-	-	-	15,000.00	-	-	15,000.00	2,024,869.83
10/3/01	-	-	-	1,696.59	-	-	1,696.59	2,026,566.42
10/19/01	-	-	-	-	-	5,093.49	5,093.49	2,031,659.91
11/13/01	-	25,000.00	-	-	-	-	25,000.00	2,056,659.91
11/21/01	290,000.00	-	-	-	-	-	290,000.00	2,346,659.91
11/28/01	-	25,000.00	-	-	-	-	25,000.00	2,371,659.91
12/21/01	-	-	-	-	-	5.65	5.65	2,371,665.56
12/31/01	-	-	-	-	-	311.89	311.89	2,371,977.45
1/14/02	-	-	-	-	150,000.00	-	150,000.00	2,521,977.45
3/14/02	-	-	-	-	50,000.00	-	50,000.00	2,571,977.45

3/29/02	-	-	-	-	150,000.00	-	150,000.00	2,721,977.45
5/17/02	-	-	-	12,500.00	-	-	12,500.00	2,734,477.45
6/13/02	-	-	-	15,000.00	-	-	15,000.00	2,749,477.45
6/28/02	-		150,000.00	-	(150,000.00)		-	2,749,477.45
6/30/02	-	98,000.00	-	-	-	(98,000.00)	-	2,749,477.45
7/12/02	-	-	-	10,000.00	-	-	10,000.00	2,759,477.45
7/25/02	-	-	-	20,000.00	-	-	20,000.00	2,779,477.45
8/15/02	-	-	-	7,000.00	-	-	7,000.00	2,786,477.45
8/21/02	-	-	-	15,000.00	-	-	15,000.00	2,801,477.45
8/29/02	-	5,000.00	-	-	-	-	5,000.00	2,806,477.45
9/6/02	-	15,000.00	-	-	-	-	15,000.00	2,821,477.45
9/12/02	-	25,000.00	-	-	-	-	25,000.00	2,846,477.45
9/24/02	-	15,000.00	-	-	-	-	15,000.00	2,861,477.45
9/25/02	-	2,600.00	-	2,400.00	-	-	5,000.00	2,866,477.45
9/26/02	-	2,500.00	-	-	-	-	2,500.00	2,868,977.45
10/1/02	5,600.00	6,080.86	-	-	-	(6,080.86)	5,600.00	2,874,577.45
10/7/02	-	7,100.00	-	-	-	-	7,100.00	2,881,677.45
10/15/02	-	7,000.00	-	-	-	-	7,000.00	2,888,677.45
10/24/02	-	25,000.00	-	-	-	-	25,000.00	2,913,677.45
10/30/02	-	8,000.00	-	-	-	-	8,000.00	2,921,677.45
11/4/02	-	-	-	9,200.00	-	-	9,200.00	2,930,877.45
11/21/02	-	6,350.00	-	-	-	-	6,350.00	2,937,227.45
11/30/02	-	200,000.00	-	(100,000.00)	(100,000.00)	-	-	2,937,227.45
12/3/02	-	13,000.00	-	-	-	-	13,000.00	2,950,227.45
12/5/02	500,000.00	-	-	(500,000.00)	-	-	-	2,950,227.45
12/11/02	-	45,000.00	-	-	-	-	45,000.00	2,995,227.45
12/11/02	-	7,792.90	-	-	-	-	7,792.90	3,003,020.35
12/11/02	-	10,000.00	-	-	-	-	10,000.00	3,013,020.35
12/18/02	-	2,477.74	-	-	-	-	2,477.74	3,015,498.09
12/30/02	-	5,714.95	-	-	-	-	5,714.95	3,021,213.04
1/3/03	-	12,106.00	-	-	-	-	12,106.00	3,033,319.04
1/8/03	-	-	-	-	20,000.00	-	20,000.00	3,053,319.04
2/6/03	-	15,000.00	-	-	-	-	15,000.00	3,068,319.04
2/18/03	-	7,200.00	-	-	-	-	7,200.00	3,075,519.04
2/28/03	-	7,200.00	-	-	-	-	7,200.00	3,082,719.04
3/4/03	-	10,000.00	-	-	-	-	10,000.00	3,092,719.04
3/10/03	-	10,000.00	-	-	-	-	10,000.00	3,102,719.04
3/13/03	-	7,000.00	-	-	-	-	7,000.00	3,109,719.04
Total as of 3/13/03	$ 897,400.00	$1,583,122.45	$ 416,400.00	$ 92,796.59	$ 120,000.00	$ -	$ 3,109,719.04	
Name	CB Capital	CB II	CB IIA	Synectic	CB IV			

Exhibit 1

EXHIBIT "B"

(To the Note and Warrant Purchase Agreement dated March 13, 2003)

PROMISSORY NOTE

Up to $4,500,000:

Effective Date:
March 13, 2003

In total principal amount, when aggregated with all other Notes issued pursuant to that certain Note and Warrant Purchase Agreement of even effective date herewith (the "Purchase Agreement")

FOR VALUE RECEIVED the undersigned, EVI CORPORATION, an Oregon corporation doing business as Endo Vascular Instruments, Inc. ("Borrower"), promises to pay to the order of _____ ("Lender"), at _____, or at such other place as may be designated from time to time in writing by Lender, the principal sum of up to FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS ($4,500,000) in principal amount (when aggregated with all principal advanced to the Borrower under all other promissory notes issued by the Borrower pursuant to the Purchase Agreement), or such lesser amount as shall have been actually advanced to Borrower by Lender hereunder pursuant to the Purchase Agreement, as such actually advanced amount is specified on Schedule 1 hereto, which is incorporated herein by reference, as such Schedule may be modified and amended from time-to-time by written agreement of Lender and Borrower.

1. Payment Terms. Each outstanding advance of principal (an "Advance") under this Promissory Note (this "Note"), as set forth on Schedule 1 hereto, shall bear interest, beginning on the date of the Advance and continuing until the outstanding principal balance of such Advance set forth on Schedule 1 hereto has been paid in full or converted pursuant to Section 5 below, at the rate of eight percent (8%) per annum, compounded annually. Borrower shall repay the aggregate outstanding principal balance of all Advances made pursuant to, and all unpaid and accrued interest thereupon due under, this Note by no later than the close of business, Pacific Time, on December 31, 2004 (the "Maturity Date"), on which date the entire, unpaid aggregate principal balance of, and all unpaid and accrued interest under, this Note shall be due and payable, unless the Note Balance (as hereinafter defined) has been theretofore converted pursuant to Section 5 below.

2. Application of Payments. All payments with respect to this Note shall be applied first to the payment of attorneys' fees, costs, and other charges, if any, incurred pursuant to paragraph 6 hereof; then to accrued interest; and then to the outstanding principal balance.

3. Prepayment. This Note, and any Advance made by Lender hereunder, may be prepaid, in whole or in part, at any time or from time to time prior to the Maturity Date, without penalty.

4. Default. If Borrower fails to make any payment or perform any obligation required hereunder within five days after notice to Borrower of such default, such failure shall constitute an event of default (an "Event of Default"). Upon the occurrence of an Event of Default, Lender may enforce any right conferred upon Lender under this Note and pursue any other right or remedy allowed by law or in equity. Without limitation of the foregoing, upon the occurrence of an Event of Default, Lender shall have the right to declare the entire unpaid principal balance of, and all unpaid and accrued interest under, this Note, due and payable, and to enforce its rights under the Security Agreement (as hereinafter defined).

5. Conversion. The outstanding principal balance of all Advances made pursuant to, and all accrued but unpaid interest due under, this Note (the "Note Balance") may or shall be, as the case may be, converted into "New Stock" or "Series D Preferred Stock" (as such terms are defined in the Purchase Agreement) at the times and upon the terms and conditions set forth in paragraph 4 of the Purchase Agreement.

6. Costs of Enforcement. Upon the occurrence of an Event of Default, all reasonable costs and expenses incurred by Lender in enforcing its rights under this Note, including, without limitation, costs of collection and attorneys' fees, shall be payable by Borrower to Lender.

7. Interest Limitation. Interest, fees, and charges collected or to be collected in connection with the indebtedness evidenced by this Note shall not exceed the maximum, if any, permitted by applicable law. If any such law is interpreted so that any such interest, fees, or charges would exceed any such maximum, and if Borrower is entitled to the benefit of such law, then (i) such interest, fees, or charges shall be reduced to the permitted maximum and (ii) any sums already collected from Borrower which exceed the permitted maximum shall be refunded.

8. Commercial Use. Borrower hereby represents that the obligation evidenced by this Note is undertaken for commercial use and not for personal, family, or household purposes.

9. Security. The obligations of Borrower under this Note are secured by a Security Agreement, dated March 13, 2003 (the "Security Agreement").

10. Notices. Notices under this Note shall be in writing and shall be effective when actually delivered or three business days after being deposited in the United States Mails, certified, return receipt requested, directed to the party in question at the address set forth below, or to such other address as either party may indicate by written notice to the other party:

If to Borrower:

EVI Corporation
2501 S.E. Columbia Way
Suite 150
Vancouver, Washington 98661-8038

If to Lender:

_____
_____
_____

11. Governing Law. This Note shall be enforced and construed in accordance with the laws of the State of Oregon, without giving effect to the choice of law rules thereof.

BORROWER:

EVI CORPORATION, an Oregon corporation

By:_____
Thomas A. Wiita, President and CEO

Schedule 1

To the Promissory Note between EndoVascular Instruments, Inc. ("Borrower") and _____, ("Lender"), dated March 13, 2003

Date of Advance	Amount of Advance	Number of Warrant Shares	Warrant Certificate Number

EXHIBIT "C"

(To the Note and Warrant Purchase Agreement dated March 13, 2003)

THIS WARRANT AND THE COMMON STOCK ISSUABLE UPON EXERCISE HEREOF (THE "SECURITIES") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE LAW, AND NO INTEREST THEREIN MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OR OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES OR (B) THIS CORPORATION RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES (CONCURRED IN BY LEGAL COUNSEL FOR THIS CORPORATION) STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION OR THIS CORPORATION OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION. NEITHER THE OFFERING OF THE SECURITIES NOR ANY OFFERING MATERIALS HAVE BEEN REVIEWED BY AN ADMINISTRATOR UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE LAW.

No. BL _____ WARRANT TO PURCHASE _____ SHARES OF COMMON STOCK

STOCK PURCHASE WARRANT

TO PURCHASE SHARES OF COMMON STOCK OF
ENDO VASCULAR INSTRUMENTS, INC.

For value received, EVI CORPORATION, an Oregon corporation doing business as ENDO VASCULAR INSTRUMENTS, INC. (the "Company"), grants to [Name of Investor] (the "Holder"), the right, subject to the terms of this Warrant, to purchase at any time during the period commencing on the date hereof and ending on the "Expiration Date," as defined in this Warrant, at a per share price (the "Basic Exercise Price") equal to ONE DOLLAR ($1.00), **[Insert the number of common shares determined by dividing the original principal balance of the corresponding Note by $10,000, and by multiplying the quotient of such calculation by 1,200]** fully paid and non-assessable shares (subject to adjustment under this Warrant) of Common Stock, $.01 par value per share, of the Company.

Section 1. Definitions.

As used in this Warrant, unless the context otherwise requires:

1.1 "Basic Exercise Price" means the price at which each Warrant Share may be purchased upon exercise of this Warrant as stated in the first sentence of this Warrant.

1.2 "Common Stock" means shares of the class designated as common stock, $.01 par value per share, of the Company at the date of issuance of this Warrant.

1.3 "Exercise Date" means any date when this Warrant is exercised in the manner indicated in Sections 2.1 and 2.2.

1.4 "Exercise Price" means the Basic Exercise Price; provided, however, that if an adjustment is required under Section 7 of this Warrant, then the "Exercise Price" means, after each such adjustment, the price at which each Warrant Share may be purchased upon exercise of this Warrant immediately after the last such adjustment.

1.5 "Expiration Date" means the first to occur of (i) 5:00 p.m., Pacific Time, on December 31, 2006, or (ii) the effective time of a "Liquidity Event" (as such term is defined in paragraph 4(c) of that certain Note and Warrant Purchase Agreement dated March 13, 2003, among the Company, the Holder and certain other "Investors").

1.6 "Related Warrant" means a Warrant executed and delivered by the Company on terms identical with the terms of this Warrant (except as to the identity of the Holder, the number of Warrant Shares or execution date) following exercise of this Warrant for less than all of the shares which may be purchased hereunder.

1.7 "Securities Act" means the Securities Act of 1933, as amended from time to time, and all rules and regulations promulgated thereunder, or any act, rules or regulations which replace the Securities Act or any such rules and regulations.

1.8 "Warrant Shares" means any shares of Common Stock or other Company securities issued or issuable upon exercise of this Warrant or upon exchange of a Warrant Share for Warrant Shares of different denominations.

Section 2. Duration and Exercise of Warrant.

2.1 Exercise Period. Subject to the provisions of Section 2.4 and Sections 5 and 8 hereof, this Warrant may be exercised at any time prior to the Expiration Date. After the Expiration Date this Warrant shall become void, and all rights to purchase Warrant Shares hereunder shall thereupon cease.

2.2 Method of Exercise. This Warrant may be exercised by the Holder, in whole or in part, by (i) surrendering this Warrant to the Secretary of the Company, (ii) tendering to the Company payment in full by certified check of the Exercise Price for the Warrant Shares for which exercise is made, and (iii) executing and delivering to the Secretary of the Company the attached Exercise Form. Upon exercise, the Holder shall be deemed to be the holder of record of the Warrant Shares for which exercise is made, even though the transfer or registrar books of the Company may then be closed or certificates representing such Warrant Shares may not then be actually delivered to the Holder and, unless this Warrant has expired, a Related Warrant representing the number of Warrant Shares, if any, with respect to which this Warrant shall not have been exercised shall be issued to the Holder.

2.3 Certificates. As soon as practicable after the exercise, certificates for such Warrant Shares shall be delivered to the Holder and, unless this Warrant has expired, a Related Warrant representing the number of Warrant Shares, if any, with respect to which this Warrant shall not have been exercised, shall be issued to the Holder.

2.4 Securities Act Compliance. Unless the transfer of the Warrant Shares shall have been registered under the Securities Act, as a condition of the delivery of certificates for the Warrant Shares, the Company may require the Holder to deliver to the Company, in writing, representations regarding the Holder's sophistication, investment intent, acquisition for his own account and such other matters as are reasonable and customary for purchasers of securities in an unregistered private offering. The Company may place conspicuously upon each Related Warrant and upon each certificate representing the Warrant Shares a legend substantially in the following form, the terms of which are agreed to by the Holder:

> THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE LAW, AND NO INTEREST THEREIN MAY BE SOLD, DISTRIBUTED, ASSIGNED, OFFERED, PLEDGED OF OTHERWISE TRANSFERRED UNLESS (A) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION INVOLVING SAID SECURITIES OR (B) THIS CORPORATION RECEIVES AN OPINION OF LEGAL COUNSEL FOR THE HOLDER OF THESE SECURITIES (CONCURRED IN BY LEGAL COUNSEL FOR THIS CORPORATION) STATING THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION OR THIS CORPORATION OTHERWISE SATISFIES ITSELF THAT SUCH TRANSACTION IS EXEMPT FROM REGISTRATION. NEITHER THE OFFERING OF THE SECURITIES NOR ANY OFFERING MATERIALS HAVE BEEN REVIEWED BY AN ADMINISTRATOR UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE LAW.

2.5 Taxes. The Company shall not be required to pay any tax which may be payable in respect of any transfer of this Warrant Shares.

Section 3. Validity and Reservation of Warrant Shares.

The Company covenants to and agrees with the Holder that all shares of Common Stock issued upon exercise of this Warrant, pursuant to the terms and conditions herein, will be validly issued fully paid, non-assessable and free of preemptive rights. The Company agrees that, as long as this Warrant may be exercised, the Company will have authorized and reserved for issuance upon exercise of this Warrant a sufficient number of Warrant Shares to provide for exercise in full of this Warrant and all Related Warrants.

Section 4. Fractional Shares.

No fractional Warrant Shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a Warrant Share otherwise issuable upon any such exercise, the Company shall pay to the Holder an amount in cash equal to such fraction multiplied by the Exercise Price.

Section 5. Limited Rights of Warrant Holder.

The Holder shall not, solely by virtue of being the Holder of this Warrant, have any of the rights of a holder of Common Stock of the Company, either at law or in equity, until such Warrant shall have been exercised and the Holder shall be deemed to be the holder of record of Warrant Shares as provided in this Warrant, at which time the person or entity in whose name the certificate for Warrant Shares being purchased is to be issued shall be deemed the holder or record of such shares for all purposes.

Section 6. Loss of Warrant, etc.

Upon receipt by the Company of satisfactory evidence of the loss, theft, destruction or mutilation of this Warrant and either (in the case of loss, theft or destruction) reasonable indemnification and a bond satisfactory to the Company if requested by the Company or (in the case of mutilation) the surrender of this Warrant for cancellation, the Company will execute and deliver to the Holder, without charge, a new Warrant of like denomination.

Section 7. Antidilution Adjustment of Exercise Price

7.1 Adjustment of Exercise Price. If any of the following events shall occur at any time or from time to time prior to the exercise in full or expiration of this Warrant, the following adjustments shall be made in the Exercise Price, with the exceptions hereinafter provided:

7.1.1 Recapitalization. In case the Company effects a subdivision, combination, reclassification or other recapitalization of Common Stock into a greater or lesser number of shares of Common Stock, the Exercise Price in effect immediately after such subdivision, combination, reclassification or other recapitalization shall be proportionately decreased or increased, as the case may be.

7.1.2 Dividend Other Than in Cash. If the Company shall declare a dividend on its Common Stock in stock or other securities of any other corporation, or in property or otherwise than in cash, or the functional equivalent thereof, to the holders of its Common Stock, the Holder shall, without additional cost, be entitled to receive upon the exercise of the Warrant, in addition to the Warrant Shares to which such Holder is otherwise entitled upon such exercise, the number of shares of stock or other securities or property which such Holder would have been entitled to receive if such Holder had been a holder, on the record date for such dividend, of the number of shares of Common Stock so purchased under this Warrant.

7.1.3 Minimum Adjustment Not Required. Anything in this Section 7.1 to the contrary notwithstanding, the Company shall not be required, except as hereinafter provided, to make any adjustment of the Exercise Price in any case in which the amount by which such

Exercise Price would be increased or reduced, in accordance with the foregoing provisions, would be less than $.05, but in such a case, any adjustment that would otherwise be required to be made will be carried forward and made at the time and together with the next subsequent adjustment which, together with any and all such adjustments so carried forward, shall amount of not less then $.05. In the event of any subdivision, combination, reclassification or other recapitalization of shares of Common Stock, said amount (as theretofore decreased or increased) shall be proportionately decreased or increased.

7.2 Number of Warrant Shares Adjusted On Adjustment of Exercise Price. After any adjustment of the Exercise Price pursuant of Section 7.1, the number of Warrant Shares issuable at the new Exercise Price shall be adjusted to the number obtained by (i) multiplying the number of Warrant Shares issuable upon exercise of this Warrant immediately before such adjustment by the Exercise Price in effect immediately before such adjustment and (ii) dividing the product so obtained by the new Exercise Price.

7.3 Notice of Adjustment. Whenever events occur requiring the Exercise Price to be adjusted, the Company shall promptly file with its Secretary or an Assistant Secretary at its principal office and with its stock transfer agent, if any, a certificate of its chief financial officer showing the adjusted Exercise Price, setting forth in reasonable detail the acts requiring such adjustment, and stating such other facts as shall be necessary to show the manner and figures used to compute such adjustment. Such chief financial officer's certificate shall be made available at all reasonable times of reinspection by the Holder. Promptly after each such adjustment, the company shall mail a copy of such certificate by certified mail to the Holder.

Section 8. Notices to Holder.

So long as this Warrant is outstanding, whenever the Company shall expect to (i) pay any dividend or distribution upon Common Stock, (ii) offer to the holders of Common Stock any right to subscribe for or to purchase any other securities of the Company, (iii) effect any recapitalization, merger, consolidation, reorganization, transfer, sale, lease or conveyance, or (iv) be involved in any voluntary or involuntary dissolution, liquidation or winding up of the Company, at least 20 days before the proposed action or any applicable record date, the Company, by certified mail shall give the Holder written notice describing the proposed action and stating the date on which (x) a record date is to be fixed for the purpose of such dividend, distribution or right or (y) such recapitalization, merger, consolidation, reorganization, transfer, sale, lease, conveyance, dissolution, liquidation or winding up is to take place and when, if any such date is to be fixed, the record holders of Common Stock shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such recapitalization, merger, consolidation, reorganization, transfer, sale, lease, conveyance, dissolution, liquidation or winding up.

Section 9. Transfer Restriction.

9.1 Warrant. This Warrant may not be assigned, sold, transferred, hypothecated or otherwise disposed of, except in accordance with the terms and conditions hereof.

9.2 Warrant Shares. The Warrant Shares may not be assigned, sold, transferred, hypothecated or otherwise disposed of except pursuant to the requirements of Rule 144 promulgated under the Securities Act, or otherwise in compliance with the provisions of the legend set forth in Section 2.4 of this Warrant.

Section 10. Miscellaneous.

10.1 Successors and Assigns. All the covenants and provisions of this Warrant which are by or for the benefit of the Company shall bind and inure to the benefit of its successors and assigns hereunder.

10.2 Notice. Notice or demand pursuant to this Warrant shall be deemed given, made or served, if in writing and delivered personally or by telex (except for legal process), or on the third business day after it is deposited in the mail, postage prepaid and certified, addressed to the party to which it is to be given at the address set forth below or such other address as such party, by notice to the other in the aforesaid manner, may designate from time to time:

If to the Company:

ENDO VASCULAR INSTRUMENTS, INC.
2501 S.E. Columbia Way, Suite 150
Vancouver, WA 98661-8038

If to the Holder:

The Holder's last known address as it appears on the books of the Company.

10.3 Applicable Law. The validity, interpretation and performance of this Warrant shall be governed by the laws of the State of Oregon, without giving effect to the choice of law rules thereof.

10.4 Headings. The Article headings herein are for convenience only and are not part of this Warrant and shall not affect the interpretation thereof.

Dated: March 13, 2003

ENDO VASCULAR INSTRUMENTS, INC.

_____

Thomas A. Wiita
President and Chief Executive Officer

EXERCISE FORM

(To Be Executed by the Warrant Holder to Exercise the Warrant in Whole or in Part)

To: ENDO VASCULAR INSTRUMENTS, INC.

The undersigned hereby irrevocably elects to exercise the right of purchase represented by Warrant No. BL _____ for, and to purchase thereunder, _____ shares of Common Stock provided for therein and tenders payment herewith to the order of ENDO VASCULAR INSTRUMENTS, INC. in the amount of $_____.

The undersigned requests that certificates for such shares of Common Stock be issued and delivered as stated below, and, if said number of shares of Common Stock shall not be all the shares of Common Stock purchasable thereunder, that a new Warrant for the balance remaining of Shares of Common Stock purchasable under the within Warrant also be registered and delivered as stated below:

Signature:_____

Name:_____

Address:_____

Deliver to:_____

Address:_____

Note: Signature must correspond with the name as written upon the face of this Warrant in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT "D"

(To the Note and Warrant Purchase Agreement dated March 13, 2003)

SECURITY AGREEMENT

This SECURITY AGREEMENT (this "Agreement") is made and shall be effective as of the 13th day of March, 2003, by EVI CORPORATION, an Oregon corporation doing business as Endo Vascular Instruments, Inc. ("Grantor"), for the benefit of the persons and entities whose names are set forth on the attached Exhibit "A" (collectively, the "Secured Parties"), as such Exhibit may be amended, from time-to-time.

RECITALS:

A. The Secured Parties have agreed to loan to Grantor up to Four Million Five Hundred Thousand Dollars ($4,500,000) in aggregate principal amount (the "Loan"), as evidenced by Promissory Notes issued pursuant to that certain Note and Warrant Purchase Agreement (the "Purchase Agreement"), of even date herewith (collectively, the "Notes").

B. In order to induce the Secured Parties to make the Loan, Grantor has agreed to grant to the Secured Parties a security interest in and to all of its personal property, whether presently existing or hereafter created or acquired, including, without limitation, all accounts, chattel paper, documents, instruments, money, deposit accounts, general intangibles (including all returns, repossessions, books and records relating thereto, and equipment containing such books and records, as well as Grantor's patent and other intellectual property rights), investment property (including all securities and securities entitlements), goods (including all equipment and inventory), and all proceeds of the foregoing (including insurance proceeds) (collectively, the "Collateral").

AGREEMENTS:

1. Security Interest

1.1 Grant of Security Interest. To secure timely and full payment of the Loan, as required by the terms and conditions of the Notes and the Purchase Agreement, Grantor hereby grants to the Secured Parties, on a *pari passu* basis and in the same proportion as the "Note Balance" (as such term is defined in the Purchase Agreement) of their respective Notes bears to the total amount of principal and interest outstanding under all of the Notes, a security interest in and to the Collateral.

1.2 Rights of Grantor. So long as there shall exist no Event of Default (as defined in the Notes), Grantor shall have the right to possess and use the Collateral.

2. Administration. CB (Berkman) Capital II LLC, aka Synectic Ventures II, LLC, as "Agent" under the terms and conditions of the Purchase Agreement shall have the exclusive authority to act for the Secured Parties under this Agreement and in regard to every aspect of the

security interest granted hereby and in regard to the Collateral. Notwithstanding any provision of this Agreement or the "UCC" (as such term is hereinafter defined) to the contrary, none of the Secured Parties individually shall have the right to take any action to enforce the security interest granted hereby, except by and through the Agent. The Agent shall have the rights and authority granted by paragraph 5 of the Purchase Agreement, and the Grantor shall have the irrevocable right to rely upon the actions, agreements and instructions of the Agent in regard to this Agreement and its enforcement and in regard to all mattes related to or involving the Collateral.

3. Default and Remedies. Upon the occurrence of an Event of Default, the Secured Parties, act through the Agent, shall be entitled to any one or more of the remedies provided for under the Uniform Commercial Code in effect in Oregon ("UCC") with respect to the Collateral, in addition to any rights and remedies available under the Notes or applicable law or in equity. The Secured Parties shall be entitled to recover costs and expenses reasonably incurred in connection with such Event of Default, including, without limitation, reasonable attorneys' fees. To the extent permitted by applicable law, every right and remedy under this Agreement is distinct and cumulative to other rights and remedies under this Agreement, and may be exercised by the Agent concurrently, independently, successively, or in any order whatsoever.

4. Term. This Agreement shall remain in full force and effect until the date as of which the Notes are paid in full, or otherwise satisfied pursuant to the conversion options described therein and in the Purchase Agreement.

5. Further Actions. Grantor agrees that it shall take all actions reasonably requested by the Agent to establish, perfect, continue perfected, terminate, and/or enforce the rights of the Secured Parties under this Agreement and otherwise to effectuate the purposes and provisions of this Agreement, including, without limitation the execution and delivery of appropriate assignments of patents, patent applications, or other intellectual property rights, if any, and UCC financing statements. Upon repayment or satisfaction of the Notes, each of the Secured Parties agrees to take all actions reasonably requested by the Grantor to evidence the termination and complete release of the security interest granted herein.

6. Notices. All notices required by or permitted under this Agreement shall be in writing and shall be effective when actually delivered or three business days after being deposited in the United States Mails, certified, return receipt requested, directed to the other party at the address set forth below, or to such other address as the person specified below may indicate by such written notice:

If to Grantor:

EVI Corporation
2501 S.E. Columbia Way
Suite 150
Vancouver, Washington 98661-8038
Attn: President

If to the Secured Parties:

c/o CB (Berkman) Capital II LLC, aka
Synectic Ventures II, LLC

806 S.W. Broadway, Suite 900
Portland, Oregon 97205
Attn: Craig L. Berkman

7. Other Representations, Warranties and Covenants.

1.1 From and after the date hereof, Grantor shall not encumber any of the Collateral, or grant to any person or entity a security interest in or to the Collateral which is superior to, or *pari passu* with, the security interest granted herein, without the prior written consent of the "Agent" which consent shall not be unreasonably withheld.

1.2 Upon request, Grantor shall deliver to the Agent a detailed list of Collateral by description and location. The Agent may examine and inspect the Collateral upon notice given to Grantor.

IN WITNESS WHEREOF, Grantor has executed this Security Agreement as of the date first above written.

GRANTOR:

EVI CORPORATION, an Oregon corporation

By: _____
Thomas A. Wiita, President

EXHIBIT 'A'

(To the Security Agreement dated March 13, 2003)

The Secured Parties:

1. **CB (Berkman) Capital LLC, aka Synectic Ventures I, LLC**
2. **CB (Berkman) Capital II LLC, aka Synectic Ventures II, LLC**
3. **CB (Berkman) Capital IIA LLC, aka Synectic Ventures III, LLC**
4. **CB (Berkman) Capital IV LLC, aka Synectic Ventures IV, LLC**
5. **Synectic Ventures, LLC, aka Synectic Ventures V, LLC**