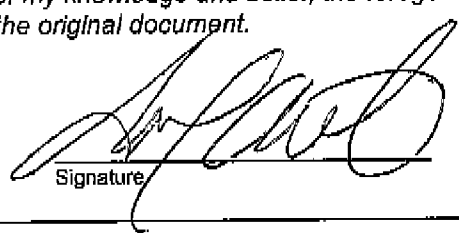


Substitute Form PTO-1595  
Attorney Docket No.: 10527-783001

### RECORDATION FORM COVER SHEET PATENTS ONLY

Commissioner for Patents: Please record the attached original document(s) or copy(ies).	
1. Name of conveying party(ies): Novaste Puerto Rico Inc. Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Namic Caribe, Inc. Montana Industrial Park Aguadilla, PR  Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Request for Correction of Non-Recordation of Assignment Document  Execution Date: 05/11/1992	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): B. Patent No(s): 4,963,306 5,088,991 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name/address of party to whom correspondence concerning document should be mailed:  TIMOTHY A. FRENCH Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110	6. Total number of applications/patents involved: 2  7. Total fee (37 CFR §3.41): \$80 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to charge Deposit Account.  8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.
<b>DO NOT USE THIS SPACE</b>	
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  Timothy A. French Reg. No. 30,175 Name of Person Signing   Signature  11/17/2006 Date  Total number of pages including coversheet, attachments and document: 12	

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#### CERTIFICATE OF TRANSMISSION BY FACSIMILE

I hereby certify that this correspondence is being transmitted by facsimile to the Patent and Trademark Office on the date indicated below.

November 17, 2006  
Date of Transmission

Signature

Timothy A. French  
Typed Name of Person Signing Certificate

**PATENT**

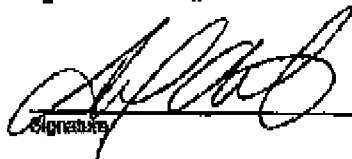
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Substitute Form PTO-1595  
Attorney Docket No.: 10527-783001

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

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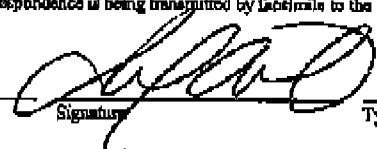
1. Name of conveying party(ies): Novoste Puerto Rico Inc. Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Namic Caribe, Inc. Aguadilla, PR	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name <input type="checkbox"/> Other: Execution Date: 01/11/1992		Additional names/addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Application number(s) or patent number(s): If this document is being filed with a new application, the execution date of the application is: A. Patent Application No(s): B. Patent No(s): 4,963,306 5,066,991 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name/address of party to whom correspondence concerning document should be mailed: TIMOTHY A. FRENCH Fish & Richardson P.C. 225 Franklin Street Boston, MA 02110		6. Total number of applications/patents involved: 2	
		7. Total fee (37 CFR §2.41): \$80 <input type="checkbox"/> Envelopes <input checked="" type="checkbox"/> Authorized to charge Deposit Account.	
		8. Deposit Account No.: 06-1050 Please apply any additional charges, or any credits, to our Deposit Account No. 06-1050.	
DO NOT USE THIS SPACE			
9. Statement and Signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>			
Timothy A. French Reg. No. 30,175 Name of Person Signing		 Signature	October 30, 2006 Date
Total number of pages including coversheet, attachments and document: 8			

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**CERTIFICATE OF TRANSMISSION BY FACSIMILE**

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Timothy A. French  
Typed Name of Person Signing Certificate

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FSA NO. D10101000

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**[Extract]****EXHIBIT D**

ASSIGNMENT/PRODUCT SUPPLY AGREEMENT (this "Agreement"), dated as of May 11, 1992, among NOVOSTE PUERTO RICO INC., a Florida corporation ("Novoste" or the "Surviving Corporation"), NAMIC U.S.A. CORPORATION, a Delaware corporation ("NAMIC"), NAMIC CARIBE, INC., a Florida corporation and wholly-owned subsidiary of NAMIC ("Sub"), SUMITOMO BAKELITE CO., LTD., a corporation organized and existing under the laws of Japan ("SEL"), and SUMITOMO PLASTICS AMERICA, INC., a New York corporation ("SPA").

Reference is made to the Agreement and Plan of Reorganization dated as of May 11, 1992 (the "Reorganization Agreement"), among NAMIC, Sub, Novoste and certain stockholders of Novoste, pursuant to which NAMIC will acquire, by way of the merger (the "Merger") of Sub with and into Novoste, all of the issued and outstanding capital stock of Novoste. Upon the filing of the Articles of Merger with the Secretary of State of the State of Florida (the "Effective Time"), the identity and existence of Novoste will continue in effect and the corporate name of Novoste will be changed to NAMIC Caribe, Inc. Accordingly, the term "Novoste" as used herein shall mean Novoste prior to the Effective Time and the term "Surviving Corporation" as used herein shall mean Novoste (under the name NAMIC Caribe, Inc.) from and after the Effective Time.

Reference is also made to the License/Product Supply Agreement dated as of November 6, 1990 (the "Old Product Supply Agreement"), among Novoste, SBL, SPA and certain individuals, pursuant to which, among other things, SBL licensed to Novoste certain intellectual property rights, SBL authorized Novoste to use certain manufacturing equipment, Novoste agreed to supply SBL with certain products and SBL and Novoste granted to each other options to purchase certain intellectual property rights.

Pursuant to the terms of a letter agreement dated as of the date hereof (the "Letter Agreement"), among NAMIC, Sub, SBL, Novoste, Kendrick W. Kam, Charles E. Larsen, Norman R. Weldon and Thomas D. Weldon, the parties thereto agreed, among other things, to provide for a continuing relationship between SBL and the Surviving Corporation after the Effective Time. Accordingly, the parties desire to enter into this Agreement to provide for, among other things, an assignment by SBL of certain intellectual

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property rights to the surviving Corporation, the use of certain equipment by the Surviving Corporation which is owned by SBL and the supply of certain products to SBL by the Surviving Corporation, each after the Effective Time.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained in this Agreement and in the Letter Agreement, the parties agree as follows:

ARTICLE I

DEFINITIONS AND ASSIGNMENT

1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Products" means the products listed in Exhibit 1 hereto, as such term may be modified pursuant to Section 7.2 hereof.

(b) "Know-How" means that collective body of technical information, data, processes, formulas and know-how heretofore owned by SBL and, after the Effective Time, owned jointly by SBL and the Surviving Corporation; which is used in the manufacture, use and sale of the products, which is maintained and held in secret or otherwise safeguarded from public disclosure and which is considered proprietary to SBL.

(c) "Patents" means those letters patent and applications, including any and all reissues and extensions, and any and all continuation applications, continuation in part applications and divisional applications relating thereto, and all inventions disclosed therein, all as listed in Exhibit 2 hereto, and all of which are owned by the Surviving Corporation.

(d) "NAMIC Territory" means all of the geographic regions of the United States of America, Canada and Europe.

(e) "Equipment" means all of the machinery and equipment set forth in Exhibit J hereto.

(f) "SBL Territory" means all of the geographic regions of Japan, China, Korea, Singapore, Taiwan, the Philippines, Thailand, Indonesia, Hong Kong and Malaysia.

(g) "New Products" has the meaning set forth in Section 7.2(a) hereof.

(h) "Affiliate", with respect to any entity, means any individual, partnership, corporation, group or

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DAVE WALDER

FHA NO. 3101301000

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

NOVOSTE PUERTO RICO INC.

By: Thomas D. Weldon  
Name: Thomas D. Weldon  
Title: President

NAMIC U.S.A. CORPORATION

By: \_\_\_\_\_  
Name: Cynthia L. Morris  
Title: President

NAMIC CARIBE, INC.

By: \_\_\_\_\_  
Name: Cynthia L. Morris  
Title: President

SUMITOMO BAKELITE CO., LTD.

By: \_\_\_\_\_  
Name:  
Title:

SUMITOMO PLASTICS AMERICA, INC.

By: \_\_\_\_\_  
Name:  
Title:

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JAVE WMLUCK

FHA NO. 310120-1003

P. 10

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

NOVOSTE PUERTO RICO INC.

By: \_\_\_\_\_  
Name: Thomas D. Waldon  
Title: President

NAMIC U.S.A. CORPORATION

By: *Cynthia L. Morris*  
Name: Cynthia L. Morris  
Title: President

NAMIC CARIBE, INC.

By: *Cynthia L. Morris*  
Name: Cynthia L. Morris  
Title: President

SUMITOMO BAKELITE CO., LTD.

By: \_\_\_\_\_  
Name:  
Title:

SUMITOMO PLASTICS AMERICA, INC.

By: \_\_\_\_\_  
Name:  
Title:

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11 10

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

NOVOSTE PUERTO RICO INC.

By: \_\_\_\_\_  
Name: Thomas D. Weldon  
Title: President

NAMIC U.S.A. CORPORATION

By: \_\_\_\_\_  
Name: Cynthia L. Morris  
Title: President

NAMIC CARIBE, INC.

By: \_\_\_\_\_  
Name: Cynthia L. Morris  
Title: President

SUMITOMO BAKELITE CO., LTD.

By: *Hideo Aoki*  
Name: Hideo Aoki  
Title: Senior Managing Director

SUMITOMO PLASTICS AMERICA, INC.

By: \_\_\_\_\_  
Name:  
Title:

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

NOVOSTE PUERTO RICO INC.

By: \_\_\_\_\_  
Name: Thomas D. Weldon  
Title: President

NAMIC U.S.A. CORPORATION

By: \_\_\_\_\_  
Name: Cynthia L. Morris  
Title: President


NAMIC CARIBE, INC.

By: \_\_\_\_\_  
Name: Cynthia L. Morris  
Title: President

SUMITOMO BAKELITE CO., LTD.

By: \_\_\_\_\_  
Name:  
Title:

SUMITOMO PLASTICS AMERICA, INC.

By:   
Name: MR. MASAYUKI KIZU  
Title: PRESIDENT