

FORM PTO 1585

02-20-2007

IEET



103373587

2-16-07

To the Commissioner for Patents: Please record the attached original documents or copy thereof

1. Name of conveying party(ies): Vasconnect, Inc.

Additional name(s) of conveying parties attached? Yes x No

2. Name and address of receiving party(ies)

Name: BIOCONNECT SYSTEMS, INC.

Street Address: 124 S. MAPLE STREET, 2ND FLOOR
AMBLER, PA 19002

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: _____

Execution date: April 24, 2006

4. Application numbers or patent numbers:

A. Patent Applications: 10/235,948 filed on September 4, 2002

B. Patent No.(s)

Additional Numbers attached? Yes No

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

Name: Patrick J. Fay, Esq.
Internal Address: Fay Kaplun & Marcin, LLP

Street Address: 150 Broadway, Suite 702
City: New York State: New York ZIP: 10038

6. Total number of applications and patents involved: 1
TITLE: Devices and Methods for Interconnecting
Conduits and Closing Openings in Tissue

7. Total fee (37 C.F.R. 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

OFFICE OF FIDELITY RECORDS
FINANCE SECTION
07 FEB 16 AM 1:00

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Patrick J. Fay, (Reg. No. 35,508)
Name of Person Signing

Signature

February 12, 2007
Date

Total Number of pages including cover sheet, attachments, and document: 9

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450
Mail Stop: Assignments

02/16/2007 DEYRNE 00000061 10235948

01 FC:8021

(40.00 DP)

ASSIGNMENT OF INVENTIONS

This Assignment of Inventions ("Assignment"), effective as of the Closing Date of the Purchase Agreement referenced below, is by and between Tevis T. Thompson, Jr., in his capacity as Chapter 7 Trustee for the Bankruptcy Estate of Vasconnect, Inc. (a Delaware corporation and debtor in the Chapter 7 bankruptcy case pending before the United States Bankruptcy Court for Northern District Court of California, Oakland Division (the "Bankruptcy Court"), Case No. 04-43452T), having an address of P.O. Box 1110, Martinez, CA 94553, ("Assignor") and Bioconnect Systems, Inc., a Delaware corporation, having a business address of 102 Chinaberry Lane, Colledgeville, PA 19426 ("Assignee").

WHEREAS, ASSIGNOR and Vasculab Technologies, LLC ("Vasculab") have entered into an Agreement of Purchase and Sale ("Purchase Agreement") (which Vasculab subsequently assigned to Assignee) pertaining to the sale and purchase of certain assets of Vasconnect, Inc., including but not limited to any and all intellectual property ("IP") and equipment, including any inventions pertaining to the Debtor's business, including issued patents (U.S. and foreign) and patent applications (U.S. and foreign) relating thereto, further including but not limited to, without warranty or representation by Assignor, those set forth on Exhibit A attached hereto; and

WHEREAS, the Bankruptcy Court by Order Authorizing Sale of Property and Disposition of Proceeds dated April 13, 2006, has authorized the sale and authorized the Trustee to execute any and all documents necessary or proper to consummate the sale;

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and convey unto Assignee all of Assignor's right, title and interest in and to the inventions, discoveries, developments and improvements (whether or not patentable), patents and patent applications of Vasconnect, Inc.'s estate, worldwide, including without limitation those patents, patent applications and inventions set forth in Exhibit A thereto (without representation or warranty as to the accuracy, completeness or status of the properties identified on Exhibit A), together with any and all prior causes of action and damages relating thereto.

[Signature page to follow.]

**Assignor
Bankruptcy Trustee for Vasconnect, Inc.**

By: *Tevis T. Thompson, Jr.*
Tevis T. Thompson, Jr., Trustee of the
Chapter 7 Bankruptcy Estate of
Vasconnect, Inc., Debtor

STATE OF CALIFORNIA)
)
) ss.
COUNTY OF CONTRA COSTA)

On April 24, 2006, before me, MAXINE CHAN, Notary Public, personally appeared Tevis T. Thompson, Jr., personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, ~~or the entity upon behalf of which the person acted,~~ executed the instrument.

WITNESS my hand and official seal.

Maxine Chan
Signature

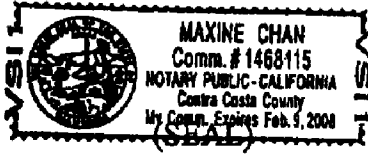


EXHIBIT A**To Assignment of Inventions****U.S. PATENTS**

SERIAL NO.	PATENT NO.	TITLE
09/363310	6,165,185	Method for interconnecting vessels in a patient
09/363309	6,251,116	Device for interconnecting vessels in a patient
09/771007	6,458,140	Devices and methods for interconnecting vessels
09/775878	6,464,709	Device for interconnecting vessels in a patient

U.S. PATENT APPLICATIONS

SERIAL NO.	PUBLICATION NO.	TITLE
10/054356	US20020161383	Devices and methods for interconnecting vessels
10/153463	US20020138087	Device for interconnecting vessels in a patient
10/162122	US20030225425	Devices and methods for interconnecting vessels
10/236060	US20040044349	Anastomosis device delivery systems
10/235948	US20030100920	Devices and methods for interconnecting conduits and closing openings in tissue
10/264741	US20030088256	Devices and methods for interconnecting vessels
10/235944	US20040087984	Devices and methods for interconnecting body conduits
10/048,395	N/A	N/A

FOREIGN PATENTS / APPLICATIONS

1). PCT/US00/20588 (WO 01/08566) filed on 7/28/2000:

Title: DEVICES AND METHODS FOR INTERCONNECTING VESSELS IN A PATIENT

Priority: Claims the benefit of U.S. S/N 09/363,310 and S/N 09/363,309

2). PCT/US02/03919 (WO 02/058591) filed on 1/28/2002:

Title: DEVICES AND METHODS FOR INTERCONNECTING VESSELS

Priority: Claims the benefit of US S/N 09/771,007

[END OF EXHIBIT A]

ASSIGNMENT OF NAMES AND MARKS

This Assignment of Names and Marks ("**Assignment**"), effective as of the Closing Date of the Purchase Agreement referenced below, is by and between Tevis T. Thompson, Jr., in his capacity as Chapter 7 Trustee for the Bankruptcy Estate of Vasconnect, Inc. (a Delaware corporation and debtor in the Chapter 7 bankruptcy case pending before the United States Bankruptcy Court for Northern District Court of California, Oakland Division (the "**Bankruptcy Court**"), Case No. 04-43452T), having an address of P.O. Box 1110, Martinez, CA 94553, ("**Assignor**") and Bioconnect Systems, Inc., a Delaware corporation, having a business address of 102 Chinaberry Lane, Collegeville, PA 19426 ("**Assignee**").

WHEREAS, ASSIGNOR and Vasculab Technologies, LLC ("**Vasculab**") have entered into an Agreement of Purchase and Sale ("**Purchase Agreement**") (which Vasculab subsequently assigned to Assignee) pertaining to the sale and purchase of certain assets of Vasconnect, Inc., including but not limited to all intellectual property, further including but not limited to any and all trade names, trademarks and trademarks, including goodwill associated with any use thereof, and all registrations and applications (U.S. and foreign) relating thereto;

WHEREAS, the Bankruptcy Court by Order Authorizing Sale of Property and Disposition of Proceeds dated April 13, 2006, has authorized the sale and authorized the Trustee to execute any and all documents necessary or proper to consummate the sale;

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and convey unto Assignee all of Assignor's right, title and interest (statutory or common law) in and to the trade names, trademarks, trademark registrations, trademark applications of Vasconnect, Inc., together with the goodwill pertaining to the use thereof and that portion of the then ongoing and existing business pertaining thereto, and any and all prior causes of action and damages relating thereto; including but not limited to the names and/or marks set forth on Schedule A attached hereto (collectively, the "**Marks**").

[Signature page follows.]

Assignor
Bankruptcy Trustee for Vasconnect, Inc.

By: *Tevis T. Thompson, Jr.*
Tevis T. Thompson, Jr., Trustee of the
Chapter 7 Bankruptcy Estate of
Vasconnect, Inc., Debtor

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On April 24, 2006, before me, MAXINE CHAN, Notary Public, personally appeared Tevis T. Thompson, Jr., personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, ~~or the entity upon behalf of which the person acted~~, executed the instrument.

WITNESS my hand and official seal.

Maxine Chan
Signature

(SEAL)



SCHEDULE A

TO

Assignment of Names and Marks

TRADE NAMES

1. VASCONNECT, INC.

TRADEMARKS

1. VASCONNECT
2. Vas●connect

ASSIGNMENT OF ASSETS

This Assignment of Assets ("Assignment"), effective as of the Closing Date of the Purchase Agreement referenced below, is by and between Tevis T. Thompson, Jr., in his capacity as Chapter 7 Trustee for the Bankruptcy estate of Vasconnect, Inc. (a Delaware corporation and Debtor in the Chapter 7 bankruptcy case pending before the United States Bankruptcy Court for Northern District Court of California, Oakland Division, Case No. 04-43452T), having an address of P.O. Box 1110, Martinez, CA 94553, ("Assignor") and Bioconnect Systems, Inc., a Delaware corporation, having a business address of 102 Chinaberry Lane, Colleagueville, PA 19426 ("Assignee").

WHEREAS, Assignor and Vasculab Technologies, LLC ("Vasculab") have entered into an Agreement of Purchase and Sale ("**Purchase Agreement**") (which Vasculab subsequently assigned to Assignee) pertaining to the sale and purchase of certain assets of Vasconnect, Inc.; and

WHEREAS, the Bankruptcy Court by Order Authorizing Sale of Property and Disposition of Proceeds dated April 13, 2006, has authorized the sale and authorized the Trustee to execute any and all documents necessary or proper to consummate the sale;

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and convey unto Assignee and all of Assignor's entire right, title and interest in and to the property identified in the Purchase Agreement, as follows:

any and all intellectual property, including any and all inventions pertaining to the Debtor's business, including patent applications (U.S. and foreign) relating thereto (including, but not limited to, without warranty or representation by the Seller, those set forth on Exhibit A attached to the Purchase Agreement); any and all trade names and trademarks, including goodwill associated with any use thereof, and all registrations and applications (U.S. and foreign) relating thereto; any and all copyrights, including all applications and registrations thereof; any and all domain name registrations; and any and all trade secrets, including proprietary and confidential business records (including, all information, lab books, data, engineering reports, design reviews, tooling, fixtures, materials and prototypes relating to the development and regulatory approval of products based upon or incorporating the IP, including all preclinical and clinical data, reports, regulatory filings, and other communications with regulatory authorities) in the possession of Trustee's legal representatives pertaining to the Debtor's intellectual property.

[Signature page to follow.]

Assignor
Bankruptcy Trustee for Vasconnect, Inc.

By: *Tevis T. Thompson, Jr.*
Tevis T. Thompson, Jr., Trustee of the
Chapter 7 Bankruptcy Estate of
Vasconnect, Inc., Debtor

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On April 24, 2006, before me, MAXINE CHAN, Notary Public, personally appeared Tevis T. Thompson, Jr., personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, ~~or the entity upon behalf of which the person acted~~, executed the instrument.

WITNESS my hand and official seal.

Maxine Chan
Signature

(SEAL)

