

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Lien of Previously Recorded Creditors
CONVEYING PARTY DATA	
Name	Execution Date
Enterprise Development Fund (EDF Ventures, Limited Partnership)	03/09/2006
RECEIVING PARTY DATA	
Name:	Vasconnect, Inc.
Street Address:	1440 Maria Lane
Internal Address:	Suite 100
City:	Walnut Creek
State/Country:	CALIFORNIA
Postal Code:	94596
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10235948
Application Number:	10264741
CORRESPONDENCE DATA	
Fax Number:	(202)585-0900
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ipefiling@kilpatrickstockton.com
Correspondent Name:	Michael G. Verga
Address Line 1:	607 14th Street, NW
Address Line 2:	Suite 900
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	62364-393121
NAME OF SUBMITTER:	Michael G. Verga

Total Attachments: 44
 source=Vasconnect Bankruptcy Agreement 04-06R#page1.tif
 source=Vasconnect Bankruptcy Agreement 04-06R#page2.tif

501367074

**PATENT
 REEL: 025437 FRAME: 0888**

OP \$80.00 10235948

File a Motion:04-43452 Vasconnect, Inc.**U.S. Bankruptcy Court****Northern District of California**

Notice of Electronic Filing

The following transaction was received from McQuaid, Michael J. entered on 4/13/2006 at 2:18 PM PDT and filed on 4/13/2006

Case Name: Vasconnect, Inc.

Case Number: 04-43452

Document Number: 29

Docket Text:

Motion to Approve Document / Application for Order Authorizing Agreement with Datascope Corporation; Jodi J. Akin; BioInfo Accelerator LLC; Linda N. Dorn; EDF Ventures Limited Partnership; C. Raymond Larkin, Jr.; M. Murphy Enterprises, Ltd.; Gary S. Roubin; Emily E. Schardt; Synergy Partners International; and Virginia J. Thomas (RE: related document(s)[27] Notice, filed by Trustee Tevis Thompson). Filed by Trustee Tevis Thompson (Attachments: # (1) Exhibit A# (2) Certificate of Service) (McQuaid, Michael)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:S:\ECF-2006\Vasconnect-App-Agt-4-13-06.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1017961465 [Date=4/13/2006] [FileNumber=4698204-0] [[bce54171c83c3a612416a8b4e082d32f60239a9ee21f604147eab74dd93b9124892e0b278bc7c2ca1522802e121fd4a3ea9b290ff409cedc1e8af121ca48ddc]]]

Document description:Exhibit A

Original filename:S:\ECF-2006\Vasconnect-App-Agt-Ex-A-4-13-06.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1017961465 [Date=4/13/2006] [FileNumber=4698204-1] [[92759b2fa6ccde116998a214a27d0b75260baa4861c3f777a99a66fe2bdc78f213ce83815054b7b0e64b33f41023687dc88de44bf34f43d2fb3d79e310fa3c77]]]

Document description:Certificate of Service

Original filename:S:\ECF-2006\Vasconnect-Agt-POS-4-13-06.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1017961465 [Date=4/13/2006] [FileNumber=4698204-2] [[8daf83b9656704942def1e3b315e020417b68c70f58b7648aaf4489d68622e9a2cc7f32ecd3bb787f3b4e2f37e617c5d348f5513171db7ebc0403d00e8ca2f37]]]

04-43452 Notice will be electronically mailed to:

Elliott Abrams abramsbk@pacbell.net

Michael J. McQuaid MMcQuaid@carr-mcclellan.com

Office of the U.S. Trustee /Oak USTPRegion17.OA.ECF@usdoj.gov

Tevis Thompson tevisch7trustee@sbcglobal.net, thompson@ecf.epiqsystems.com

04-43452 Notice will not be electronically mailed to:

1 Michael J. McQuaid, Esq.
(Bar No. 95871)
2 Carr, McClellan, Ingersoll,
Thompson & Horn
3 Professional Law Corporation
216 Park Road
4 P.O. Box 513
Burlingame, CA 94011-0513
5 Telephone: (650) 342-9600
Facsimile: (650) 342-7685
6 mmequaid@carr-mcclellan.com

**ELECTRONICALLY
FILED: 4/13/06**
29

7 Attorneys for Trustee
TEVIS T. THOMPSON, JR.
8

9 UNITED STATES BANKRUPTCY COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 OAKLAND DIVISION

12 In re:
13 VASCONNECT, INC.
14 Debtor.

Chapter 7
No. 04-43452T

APPLICATION FOR ORDER
AUTHORIZING AGREEMENT WITH
DATASCOPE CORPORATION; JODI J.
AKIN; BIOINFO ACCELERATOR LLC;
LINDA N. DORN; EDF VENTURES
LIMITED PARTNERSHIP; C. RAYMOND
LARKIN, JR.; M. MURPHY
ENTERPRISES, LTD.; GARY S. ROUBIN;
EMILY E. SCHARDT; SYNERGY
PARTNERS INTERNATIONAL; AND
VIRGINIA J. THOMAS

20 TO: THE HONORABLE LESLIE TCHAIKOVSKY, UNITED STATES BANKRUPTCY
21 JUDGE

22 The Application of Tevis T. Thompson, Jr., Trustee of the above-referenced case
23 ("Applicant"), respectfully represents:

24 1. Applicant is the duly appointed, qualified and acting Trustee of the above-
25 referenced estate.

26 **BACKGROUND**

27 2. Among the property of Debtor's bankruptcy estate is intellectual property,
28 including any and all inventions pertaining to the Debtor's business, including patent applications

22127.06062\FGLIB\11289903.1

APPLICATION

1 (U.S. and foreign) relating thereto; trade names and trademarks, including goodwill associated
2 with any use thereof, and all registrations and applications (U.S. and foreign) relating thereto; any
3 and all copyrights, including all applications and registrations thereof; domain name registrations;
4 and trade secrets, including proprietary and confidential business records (including, all
5 information, lab books, data, tooling, fixtures, materials and prototypes relating to the
6 development and regulatory approval of products based upon or incorporating the IP, including
7 all preclinical and clinical data, reports, regulatory filings, and other communications with
8 regulatory authorities) (collectively, the "Property").

9 3. Datascope Corporation ("Datascope") claims to hold a lien against the Property,
10 and asserts it is owed the principal amount of approximately \$150,000; Jody J. Akin ("Akin")
11 claims to hold a lien against the Property, and asserts that she is owed the principal amount of
12 approximately \$75,000; BioInfo Accelerator LLC ("BioInfo") claims to hold a lien against the
13 Property, and asserts it is owed the principal amount of approximately \$48,000; Linda N. Dorn
14 ("Dorn") claims to hold a lien against the Property, and asserts that she is owed the principal
15 amount of approximately \$10,000; EDF Ventures Limited Partnership ("EDF") claims to hold a
16 lien against the Property, and asserts it is owed the principal amount of approximately \$300,000;
17 C. Raymond Larkin, Jr. ("Larkin") claims to hold a lien against the Property, and asserts that he is
18 owed the principal amount of approximately \$10,000; M. Murphy Enterprises, Ltd. ("Murphy")
19 claims to hold a lien against the Property, and asserts it is owed the principal amount of
20 approximately \$50,000; Gary S. Roubin ("Roubin") claims to hold a lien against the Property,
21 and asserts that he is owed the principal amount of approximately \$25,000; Emily E. Schardt
22 ("Schardt") claims to hold a lien against the Property, and asserts that she is owed the principal
23 amount of approximately \$10,000; Synergy Partners International ("Synergy") claims to hold a
24 lien against the Property, and asserts it is owed the principal amount of approximately \$50,000;
25 and Virginia J. Thomas ("Thomas") claims to hold a lien against the Property, and asserts that she
26 is owed the principal amount of approximately \$20,000.

1 6. A Notice of Proposed Action by Trustee: Agreement with Datascope Corporation,
2 Jodi J. Akin, Bioinfo Accelerator LLC; Linda N. Dorn; EDF Ventures Limited Partnership; C.
3 Raymond Larkin, Jr.; M. Murphy Enterprises, Ltd.; Gary S. Roubin; Emily E. Schardt; Synergy
4 Partners International; and Virginia J. Thomas was served on all interested parties on March 21,
5 2006. No objections were received.

6 7. The Trustee believes the approval of the Agreement is in the best interest of
7 creditors and the estate. The creditors have asserted liens against the Property. Although some of
8 the liens may be avoidable by the Trustee the unavoidable liens equal more than the sale price.
9 Consequently, without the Agreement the estate would receive nothing from a sale of the
10 Property. The Agreement provides the estate will receive \$100,000 from the closing of the sale.
11 If the Property is not sold, the estate would receive nothing. Consequently, the Trustee believes
12 the Agreement is in the best interest of the bankruptcy estate.

13 WHEREFORE, Applicant prays for an order authorizing the Agreement, waiving the ten
14 (10) day stay requirement under Rule 6004(g) for good cause, if applicable; and for such other
15 order as is just and proper.

16 Dated: April 13, 2006

17 CARR, McCLELLAN, INGERSOLL, THOMPSON & HORN
18 Professional Corporation

19 By: Michael J. McQuaid

20 Michael J. McQuaid
21 Attorneys for Trustee
22 Tevis T. Thompson, Jr.

EXHIBIT A

In re: Vasconnect, Inc., Chapter 7 Case No. 04-43452T

AGREEMENT

I. PARTIES

This Agreement ("Agreement") is made by and between Tevis T. Thompson, Jr., Chapter 7 Trustee ("Trustee") of the bankruptcy estate of Vasconnect, Inc. Debtor; Datascope Corporation ("Datascope"); Jodi J. Akin ("Akin"); BioInfo Accelerator LLC ("BioInfo"); Linda N. Dorn ("Dorn"); EDF Ventures Limited Partnership ("EDF"); C. Raymond Larkin, Jr. ("Larkin"); M. Murphy Enterprises, Ltd. ("Murphy"); Gary S. Roubin ("Roubin"); Emily E. Schardt ("Schardt"); Synergy Partners International ("Synergy"); and Virginia J. Thomas ("Thomas"). Datascope, Akin, BioInfo, Dorn, EDF, Larkin, Murphy, Roubin, Schardt, Synergy and Thomas are hereinafter sometimes referred to individually as a "Creditor" and collectively as the "Creditors."

II. RECITALS

Whereas, Trustee is the duly-appointed, qualified and acting Chapter 7 Trustee of the bankruptcy estate of Vasconnect, Inc., Debtor in Chapter 7 Case No. 04-43452-T7 pending in the United States Bankruptcy Court for the Northern District of California, Oakland Division ("Bankruptcy Court");

Whereas, among the property of Debtor's bankruptcy estate is intellectual property, including any and all inventions pertaining to the Debtor's business, including patent applications (U.S. and foreign) relating thereto; 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; domain name registrations; and trade secrets, including proprietary and confidential business records (including, all information, lab books, data, 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) (collectively, the "Property")

Whereas, Datascope claims to hold a lien against the Property, and asserts it is owed the principal amount of approximately \$150,000;

Whereas, Akin claims to hold a lien against the Property, and asserts that she is owed the principal amount of approximately \$75,000;

Whereas, BioInfo claims to hold a lien against the Property, and asserts it is owed the principal amount of approximately \$48,000;

Whereas, Dorn claims to hold a lien against the Property, and asserts that she is owed the principal amount of approximately \$10,000;

Whereas, EDF claims to hold a lien against the Property, and asserts it is owed the principal amount of approximately \$300,000;

Whereas, Larkin claims to hold a lien against the Property, and asserts that he is owed the principal amount of approximately \$10,000;

Whereas, Murphy claims to hold a lien against the Property, and asserts it is owed the principal amount of approximately \$50,000;

Whereas, Roubin claims to hold a lien against the Property, and asserts that he is owed the principal amount of approximately \$25,000;

Whereas, Schardt claims to hold a lien against the Property, and asserts that she is owed the principal amount of approximately \$10,000;

Whereas, Synergy claims to hold a lien against the Property, and asserts it is owed the principal amount of approximately \$50,000;

Whereas, Thomas claims to hold a lien against the Property, and asserts that she is owed the principal amount of approximately \$20,000;

Whereas, VascuLab Technologies, LLC ("VascuLab") has made an offer to purchase the Property for \$355,000; and

Whereas, the parties acknowledge that, based upon a sale price of \$355,000 for the Property, there are insufficient proceeds to pay everyone in full.

NOW, THEREFORE, the parties do hereby agree as follows:

III. AGREEMENT

1. This Agreement is subject to the approval of the Bankruptcy Court, and is of no force or effect until approved by the Bankruptcy Court. Upon entry of an order of the Bankruptcy Court approving this Agreement (that is not stayed), this Agreement shall become immediately effective (the "Effective Date").

2. This Agreement is subject and conditioned on the following:

- a. the entry of an order (that are not stayed) by the Bankruptcy Court authorizing the sale of the Property;
- b. the Trustee closing a sale of the Property for at least \$355,000 within 90 days from the date of this Agreement;
- c. Datascope receiving the sum of \$110,000 from the sale of the Property;
- d. Akin receiving the sum of \$18,185 from the sale of the Property;
- e. BioInfo receiving the sum of \$11,639 from the sale of the Property;
- f. Dom receiving the sum of \$2,429 from the sale of the Property;
- g. EDF receiving the sum of \$72,744 from the sale of the Property;
- h. Larkin receiving the sum of \$2,420 from the sale of the Property;

- i. Murphy receiving the sum of \$12,134 from the sale of the Property;
- j. Roubin receiving the sum of \$6,062 from the sale of the Property;
- k. Schardt receiving the sum of \$2,424 from the sale of the Property;
- l. Synergy receiving the sum of \$12,124 from the sale of the Property; and
- m. Thomas receiving the sum of \$4,844 from the sale of the Property.

3. Upon receipt of the amounts specified in Paragraph 2, each Creditor consents and agrees that, pursuant to Section 506(c) of the Bankruptcy Code, the Trustee may receive and be paid the sum of \$100,000 from the Property proceeds.

4. To the extent that there are funds remaining from the sale of the Property after payment of the amounts specified in Paragraphs 2 and 3 and any Termination or Reimbursement Fee due to Vasculab and closing costs, if any, the excess funds will be allocated pro rata to the parties based upon the foregoing amounts.

5. To the extent that there are insufficient funds from the sale of the Property to pay the amounts specified in Paragraphs 2 and 3 and closing costs, if any, the parties agree that they will negotiate in good faith to attempt to make up the shortfall.

6. Each party represents and warrants to the other parties that:

a. the party has the authority to enter into and perform its obligations under this Agreement and no other approvals or consents are required (excepting the Bankruptcy Court approval as provided for in Paragraphs 1 and 2);

b. each of the signatories to this Agreement warrants that he or she has the authority to sign on behalf of the party to this Agreement, and that no other signature is required; and

c. Each party shall indemnify, defend, and hold harmless the other parties from and against any and all claims, damages and liability (including payment of reasonable attorneys' fees and costs, incurred whether or not mediation or litigation is commenced) arising out of its breach of any warranty or representation contained in this Paragraph.

7. Upon receipt of the amounts specified in Paragraph 2 and in consideration thereof, and as a material inducement to Vasculab (or such other person or entity who purchases the Property) to purchase the Property and a condition to the closing of such purchase, each of the Creditors, on behalf of such Creditor and his or her respective parent and subsidiary corporations, officers, shareholders, members, directors, partners, employees, agents, affiliates, heirs, attorneys, legal representatives, successors and assigns, hereby fully and forever waives, releases, acquits and discharges Vasculab (or such other person or entity who purchases the Property), any successor purchaser of the Property, and each of their respective legal representatives, parent and subsidiary corporations, predecessors-in-interest, affiliates, successors-in-interest, agents, attorneys, assigns, shareholders, officers, and directors

(collectively, "Releasees"), and the Property, of and from any and all liabilities, claims, demands, defenses, actions, causes of action, rights, interests, security interests, charges, liens and encumbrances (contingent, accrued, inchoate, perfected, unperfected or otherwise), of whatsoever kind and nature (collectively, "Claims"), known or unknown, which such Creditor may now or hereafter have against any Releasee or any of the Property, existing, in effect or occurring prior to or as of the closing of the purchase of the Property, including without limitation any Claims that in any way, directly or indirectly, relate to, result from or arise out of the Property or the making, funding, administration, securitizing or collection of any loan, credit or financial or other accommodation to any Creditor.

8. By entering into this Agreement, each Creditor confirms and agrees that, effective upon such Creditor's receipt of the amounts specified in Paragraph 2, such Creditor's liens, security interests, claims, charges, encumbrances or any other interest in or to the Property shall be terminated and released, without the necessity of further action or agreement, and each Creditor agrees to execute any documents and take any action that VascuLab (or such other person or entity who purchases the Property) shall reasonably request to further evidence the termination and release of such Creditor's liens, security interests, claims, charges, encumbrances or any other interest in or to the Property, including without limitation, executing and delivering any Uniform Commercial Code termination statements, lien releases, mortgage releases, re-assignments of intellectual property, discharges of security interests, and other similar discharge or release documents (and if applicable, in recordable form) as are reasonably necessary or desirable to release and terminate, as of record, the security interests, financing statements, and all other notices of security interests and liens previously filed by the Creditors, or any of them, with respect to the Property. Without limiting the foregoing, each Creditor authorizes VascuLab (or such other person or entity who purchases the Property), on behalf of such Creditor, to file Uniform Commercial Code termination statements as necessary to terminate California Financing Statement No. 02-32860377 and Delaware Financing Statement Nos. 22943664 and 32564634 filed by Creditors.

9. Each of the Creditors acknowledges that such Creditor has relied on such Creditor's own investigation, understandings and advice, and that, in entering into this Agreement, such Creditor has not relied upon any statement or representation of any other party or VascuLab (or such other person or entity who purchases the Property). This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations and agreements, written or oral, if any, between the parties or their legal counsel. This Agreement may not be altered, amended or extinguished, except by a writing executed by all of the parties to this Agreement (or their successors-in-interest), which expressly refers to this Agreement, and then only with the prior written approval of VascuLab (or such other person or entity who purchases the Property). Any alteration, amendment or extinguishment is subject to approval of the Bankruptcy Court.

10. The Bankruptcy Court shall have exclusive jurisdiction over any dispute arising out of this Agreement. Any suit or any other legal proceeding arising out of this Agreement shall be brought in the Bankruptcy Court. In the event a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs (including expert witness fees, copy, facsimile, and computer research fees incurred in prosecuting or defending the dispute), whether the dispute proceeds to arbitration, mediation, a court hearing, trial, or not.

11. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, heirs, successors and assigns of the parties.

12. This Agreement shall be governed and construed in accordance with the laws of the State of California without application of conflict of laws provisions and, where applicable, the United States Bankruptcy Code and the decisions construing it.

13. This Agreement may be executed in duplicate counterparts, and executed with facsimile signatures, each of which shall be deemed to be an original and together shall constitute one and the same instrument.

14. Each of the Creditors certifies that such Creditor has read this Agreement, has conferred with counsel, and fully understands all of the terms, and the parties acknowledge and represent that they enter into this Agreement of their own free will, and not from any representation, commitment, promise, pressure or duress from any other party. The parties agree that each party and counsel for each party have reviewed and was given the opportunity to revise this Agreement.

15. Each of the Creditors will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary or reasonably requested by VascuLab (or such other person or entity who purchases the Property) or any other party in order to consummate, or to effect the intent of, this Agreement.

16. As used in this Agreement, the masculine, feminine or neuter gender, or the singular or plural number, shall be deemed to include the others, whenever the text so indicates. Captions and paragraph headings are inserted solely for convenience and shall not be deemed to restrict or limit the meaning of the text. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

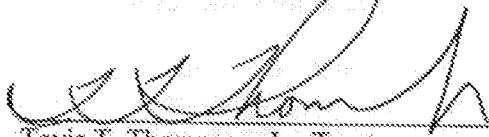
17. Time is of the essence.

18. The parties acknowledge and agree that VascuLab (or such other person or entity who purchases the Property) and any successor purchaser of the Property are third party beneficiaries of this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and given effect on the Effective Date:

Dated: 4/7/06


Tevis T. Thompson, Jr., Trustee
of the estate of Vasconnect, Inc., Debtor

Dated: _____

Datascope Corporation

By: _____
Its: _____

Dated: _____

Jodi J. Akin

Dated: _____

BioInfo Accelerator LLC

By: _____
Its: _____

Dated: _____

Linda N. Dam

Dated: _____

EDF Ventures Limited Partnership

By: _____
Its: _____

Dated: _____

C. Raymond Larkin, Jr.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and given effect on the Effective Date:

Dated: _____
Tevis T. Thompson, Jr., Trustee
of the estate of Vasconnect, Inc., Debtor

Dated: 3/10/06
Datascope Corporation
By: Fred DeLuna
Its: Chief Accounting Officer

Dated: _____
Jodi J. Akin

Dated: _____
BioInfo Accelerator LLC
By: _____
Its: _____

Dated: _____
Linda N. Dorn

Dated: _____
EDF Ventures Limited Partnership
By: _____
Its: _____

Dated: _____
C. Raymond Larkin, Jr.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and given effect on the Effective Date:

Dated: _____
Tevis T. Thompson, Jr., Trustee
of the estate of Vasconnect, Inc., Debtor

Dated: _____ Datascope Corporation
By: _____
Its: _____

Dated: 3/20/06 _____
Jodi J. Larkin

Dated: _____ BioInfo Accelerator LLC
By: _____
Its: _____

Dated: _____ Linda N. Dorn

Dated: _____ EDF Ventures Limited Partnership
By: _____
Its: _____

Dated: _____ C. Raymond Larkin, Jr.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and given effect on the Effective Date:

Dated: _____

Tevis T. Thompson, Jr., Trustee
of the estate of Vasconnect, Inc., Debtor

Dated: _____

Datascope Corporation


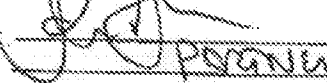
By: _____
Its: _____

Dated: _____

Jodi J. Akin

Dated: 3/9/06

BioInfo Accelerator LLC

By:  Jodi J. Akin
Its:  John Anderson

Dated: _____

Linda N. Dorn

Dated: _____

EDF Ventures Limited Partnership

By: _____
Its: _____

Dated: _____

C. Raymond Larkin, Jr.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and given effect on the Effective Date:

Dated: _____

Tevis T. Thompson, Jr., Trustee
of the estate of Vasconnect, Inc., Debtor

Dated: _____

Datascope Corporation

By: _____
Its: _____

Dated: _____

Jodi J. Akin

Dated: _____

BioInfo Accelerator LLC

By: _____
Its: _____

Dated: 3/10/06

Linda N. Dorn
Linda N. Dorn

Dated: _____

EDF Ventures Limited Partnership

By: _____
Its: _____

Dated: _____

C. Raymond Larkin, Jr.

9412619744

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and given effect on the Effective Date:

Dated: _____

Tevis T. Thompson, Jr., Trustee
of the estate of Vasconnect, Inc., Debtor

Dated: _____

Datascope Corporation

By: _____
Its: _____

Dated: _____

Jodi J. Akin

Dated: _____

BioInfo Accelerator LLC

By: _____
Its: _____

Dated: _____

Linda N. Dorn

Dated: March 9, 2006

EDF Ventures II, Limited Partnership formerly known as
EDF Ventures Limited Partnership
By: Enterprise Ventures II, Limited Partnership, Its General Partner
By: Edm II, Inc., Its General Partner
By: Bria J. Marler
Its: Asst. Treasurer, Asst. Secretary and CFO

Dated: _____

C. Raymond Larkin, Jr.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and given effect on the Effective Date:

Dated: _____
Tevis T. Thompson, Jr., Trustee
of the estate of Vasconnect, Inc., Debtor

Dated: _____
Datascope Corporation
By: _____
Its: _____

Dated: _____
Jodi J. Akin

Dated: _____
BioInfo Accelerator LLC
By: _____
Its: _____

Dated: _____
Linda N. Dorn

Dated: _____
EDF Ventures Limited Partnership
By: _____
Its: _____

Dated: 15 March 2006

C. Raymond Larkin, Jr.

Dated: 3/17/06

M. Murphy Enterprises, Ltd.

By:

Its:

[Handwritten Signature]
General Partner

Dated: _____

Gary S. Roubin

Dated: _____

Emily E. Schardt

Dated: _____

Synergy Partners International

By: _____

Its: _____

Dated: _____

Virginia J. Thomas

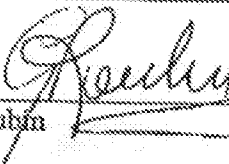
Dated: _____

M. Murphy Enterprises, Ltd.

By: _____

Its: _____

Dated: _____



Gary S. Roubin

Dated: _____

Emily E. Schardt

Dated: _____

Synergy Partners International

By: _____

Its: _____

Dated: _____

Virginia J. Thomas

9259388383

Dated: _____

M. Murphy Enterprises, Ltd.

By: _____

Its: _____

Dated: _____

Gary S. Roubin

Dated: 3-14-06

Emily E. Sehardt
Emily E. Sehardt

Dated: _____

Synergy Partners International

By: _____

Its: _____

Dated: 3-11-06

Virginia J. Thomas
Virginia J. Thomas

23127.06062\BGL\781112856K3.1

RECEIVED TIME MAR. 14. 8:24AM

PATENT
REEL: 025437 FRAME: 0910

6503263735

Dated: _____

M. Murphy Enterprises, Ltd.

By: _____
Its: _____

Dated: _____

Gary S. Roubin

Dated: _____

Emily E. Schardt

Dated: 3/15/06

Synergy Partners International

By: [Signature]
Its: CFO

Dated: _____

Virginia J. Thomas

1 Michael J. McQuaid, Esq.
(Bar No. 95871)
2 Carr, McClellan, Ingersoll,
Thompson & Horn
3 Professional Law Corporation
216 Park Road
4 P.O. Box 513
Burlingame, CA 94011-0513
5 Telephone: (650) 342-9600
Facsimile: (650) 342-7685
6 mmcquaid@carr-mcclellan.com

7 Attorneys for Trustee
TEVIS T. THOMPSON, JR.

9 UNITED STATES BANKRUPTCY COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 OAKLAND DIVISION

12 In re:
13 VASCONNECT, INC.
14 Debtor.

Chapter 7
No. 04-43452T
CERTIFICATE OF SERVICE

15 I declare that I am employed in the County of San Mateo, California. I am over the age
16 of eighteen (18) years and not a party to this action. My business address is 216 Park Road,
P.O. Box 513, Burlingame, California 94011-0513.

17 I certify that the original papers filed with the Court and all copies of papers, documents,
18 and exhibits, whether filed with the Court or served on other parties, are prepared on recycled
paper.

19 I am readily familiar with this business' practice for collection and processing of
20 correspondence for mailing with the United States Postal Service and know that this
correspondence would be deposited with the United States Postal Service this day in the
21 ordinary course of business.

22 On April 13, 2006, I served the following:

23 **APPLICATION FOR ORDER AUTHORIZING AGREEMENT WITH**
24 **DATASCOPE CORPORATION; JODI J. AKIN; BIOINFO ACCELERATOR**
25 **LLC; LINDA N. DORN; EDF VENTURES LIMITED PARTNERSHIP; C.**
26 **RAYMOND LARKIN, JR.; M. MURPHY ENTERPRISES, LTD.; GARY S.**
27 **ROUBIN; EMILY E. SCHARDT; SYNERGY PARTNERS INTERNATIONAL;**
28 **AND VIRGINIA J. THOMAS**

26 **DECLARATION OF TEVIS T. THOMPSON, JR., IN SUPPORT OF**
27 **APPLICATION FOR ORDER AUTHORIZING AGREEMENT WITH**
28 **DATASCOPE CORPORATION; JODI J. AKIN; BIOINFO ACCELERATOR**
LLC; LINDA N. DORN; EDF VENTURES LIMITED PARTNERSHIP; C.
RAYMOND LARKIN, JR.; M. MURPHY ENTERPRISES, LTD.; GARY S.

1 ROUBIN; EMILY E. SCHARDT; SYNERGY PARTNERS INTERNATIONAL;
2 AND VIRGINIA J. THOMAS

3 DECLARATION OF MICHAEL J. MCQUAID IN SUPPORT OF APPLICATION
4 FOR ORDER AUTHORIZING AGREEMENT WITH DATASCOPE
5 CORPORATION; JODI J. AKIN; BIOINFO ACCELERATOR LLC; LINDA N.
6 DORN; EDF VENTURES LIMITED PARTNERSHIP; C. RAYMOND LARKIN,
7 JR.; M. MURPHY ENTERPRISES, LTD.; GARY S. ROUBIN; EMILY E.
8 SCHARDT; SYNERGY PARTNERS INTERNATIONAL; AND VIRGINIA J.
9 THOMAS

10 [PROPOSED] ORDER AUTHORIZING AGREEMENT WITH DATASCOPE
11 CORPORATION; JODI J. AKIN; BIOINFO ACCELERATOR LLC; LINDA N.
12 DORN; EDF VENTURES LIMITED PARTNERSHIP; C. RAYMOND LARKIN,
13 JR.; M. MURPHY ENTERPRISES, LTD.; GARY S. ROUBIN; EMILY E.
14 SCHARDT; SYNERGY PARTNERS INTERNATIONAL; AND VIRGINIA J.
15 THOMAS

16 by placing a true copy thereof in a sealed envelope and placing this envelope for collection and
17 mailing this date following the ordinary business practices of Carr, McClellan, Ingersoll,
18 Thompson & Horn for deposit of correspondence in the United States Postal Service, addressed
19 as follows:

20 Office of the U.S. Trustee/Oakland
21 1301 Clay Street, Suite 690N
22 Oakland, CA 94612-5217

Tevis T. Thompson, Jr., Trustee
P.O. Box 1110
Martinez, CA 94553

23 Adam Dakin
24 Mike Dugery
25 Vasculab Technologies LLC
26 102 Chinaberry Lane
27 Collegeville, PA 19426

Datascope Corp.
Attn: J. Gary Mohr
14 Phillips Parkway
Montvale, NJ 07645

28 Jodi J. Akin
328 Crest Avenue
Alamo, CA 94507

BioInfo Accelerator LLC
c/o John Mc B Hodgson
2970 Litchfield Road
Cleveland, OH 44120

Linda N. Dorn
972 Hawthorne Drive
Walnut Creek, CA 94596

EDF Ventures
Enterprise Development Fund
c/o Lois F. Marler
425 North Main Street
Ann Arbor, MI 48104-1147

C. Raymond Larkin, Jr.
100 Warwick Court
Alamo, CA 94507

M. Murphy Enterprises, Ltd.
7552 Baxtershire
Dallas, TX 75230

Gary S. Roubin, M.D., PhD.
Lenox Hill Heart
130 Est 77th Street
Black Hall, 9th Floor
New York NY 10021

Emily E. Schardt
841 Hawthorne Drive
Walnut Creek, CA 94596

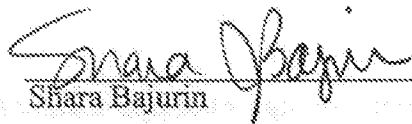
1 Synergy Partners International
2 535 Middlefield Road
3 Suite 170
4 Menlo Park, CA 94025

Virginia J. Thomas
479 Peacock Boulevard
Lafayette, CA 94549

5 Kathleen M. Shay, Esq.
6 Duane Morris LLP
7 30 South 17th Street
8 Philadelphia, PA 19103-4196

Executed on April 13, 2006, at Burlingame, California.

I declare under penalty of perjury pursuant to the laws of the United States that the foregoing is true and correct.


Shara Bajurin

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Miscellaneous:04-43452 Vasconnect, Inc.**U.S. Bankruptcy Court****Northern District of California****Notice of Electronic Filing**

The following transaction was received from McQuaid, Michael J. entered on 4/13/2006 at 2:23 PM PDT and filed on 4/13/2006

Case Name: Vasconnect, Inc.

Case Number: 04-43452

Document Number: 30

Docket Text:

Declaration of Michael J. McQuaid in Support of *Application for Order Authorizing Agreement with Datascope Corporation; Jodi J. Akin, BioInfo Accelerator LLC; Linda N. Dorn; EDF Ventures Limited Partnership; C. Raymond Larkin, Jr.; M. Murphy Enterprises, Ltd.; Gary S. Roubin; Emily E. Schardt; Synergy Partners International; and Virginia J. Thomas* (RE: related document(s)[29] Motion to Approve Document,). Filed by Trustee Tevis Thompson (Attachments: # (1) Exhibit A) (McQuaid, Michael)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:S:\ECF-2006\Vasconnect-Agt-Dec-4-13-06.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1017961465 [Date=4/13/2006] [FileNumber=4698256-0] [8a2244d60f0a9314165b82e821916199662f4f96a85fd9e9a3e5fa12d2a1b9bf625df881b91a7b0e6bf953f84a1908b1bad1c04501451e4ec8f3371441ca2fd2]]

Document description:Exhibit A

Original filename:S:\ECF-2006\Vasconnect-Agt-Dec-ExA-4-13-06.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1017961465 [Date=4/13/2006] [FileNumber=4698256-1] [780a59778ea0c246af03e78076b201fb858650003fb2e935a35b75c092b2b75252d169232f8458173fc5c514510052357919a399a4253f3c784d5602f979a628]]

04-43452 Notice will be electronically mailed to:

Elliott Abrams abramsbk@pacbell.net

Michael J. McQuaid MMcQuaid@carr-mcclellan.com

Office of the U.S. Trustee /Oak USTPRegion17.OA.ECF@usdoj.gov

Tevis Thompson tevisch7trustee@sbcglobal.net, tthompson@ecf.epiqsystems.com

04-43452 Notice will not be electronically mailed to:

1 Michael J. McQuaid, Esq.
(Bar No. 95871)
2 Carr, McClellan, Ingersoll,
Thompson & Horn
3 Professional Law Corporation
216 Park Road
4 P.O. Box 513
Burlingame, CA 94011-0513
5 Telephone: (650) 342-9600
Facsimile: (650) 342-7685
6 mmequaid@carr-mcclellan.com

ELECTRONICALLY
FILED: 4/13/06

*30

7 Attorneys for Trustee
TEVIS T. THOMPSON, JR.

9 UNITED STATES BANKRUPTCY COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 OAKLAND DIVISION

12 In re:
13 VASCONNECT, INC.

14 Debtor.

Chapter 7
No. 04-43452T

DECLARATION OF MICHAEL J.
McQUAID IN SUPPORT OF
APPLICATION FOR ORDER
AUTHORIZING AGREEMENT WITH
DATASCOPE CORPORATION; JODI J.
AKIN; BIOINFO ACCELERATOR LLC;
LINDA N. DORN; EDF VENTURES
LIMITED PARTNERSHIP; C. RAYMOND
LARKIN, JR.; M. MURPHY
ENTERPRISES, LTD.; GARY S. ROUBIN;
EMILY E. SCHARDT; SYNERGY
PARTNERS INTERNATIONAL; AND
VIRGINIA J. THOMAS

21
22 I, MICHAEL J. MCQUAID, hereby declare:

23 1. This declaration is made of my own personal knowledge, except as to matters
24 stated on information and belief and as to said matters I believe them to be true.

25 2. I am an attorney-at-law, duly licensed by the Bar of the State of California and am
26 admitted to practice before this Court. I am a director in the law firm of Carr, McClellan,
27 Ingersoll, Thompson & Horn Professional Law Corporation, counsel for Tevis T. Thompson, Jr.,
28 the Trustee herein.

EXHIBIT A

File a Notice:

04-43452 Vasconnect, Inc.

U.S. Bankruptcy Court

Northern District of California

Notice of Electronic Filing

The following transaction was received from McQuaid, Michael J. entered on 3/21/2006 at 4:33 PM PST and filed on 3/21/2006

Case Name: Vasconnect, Inc.

Case Number: 04-43452Document Number: 27

Docket Text:

Notice Regarding Proposed Action by Trustee: Agreement with Datascope Corporation; Jodi J. Akin; Bioinfo Accelrator LLC; Linda N. Dorn; EDF Ventures Limited Partnership; C. Raymond Larkin, Jr.; M. Murphy Enterprises, Ltd.; Gary S. Roubin; Emily E. Schardt; Synergy Partners International; and Virginia J. Thomas Filed by Trustee Tevis Thompson (Attachments: # (1) Certificate of Service) (McQuaid, Michael)

The following document(s) are associated with this transaction:

Document description: Main Document

Original filename: S:\ECF-2006\Vasconnect-Notice-Agt-3-21-06.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1017961465 [Date=3/21/2006] [FileNumber=4619649-0] [lead3653ed44035a1d8292c00d0ed1f515b871949798336d472235831bff969931be90793eed19914ff512f7c9c4c938d86742a2dce1a76ce9fcac188b9e26bf]]

Document description: Certificate of Service

Original filename: S:\ECF-2006\Vasconnect-Notice-Agt-POS-3-21-06.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1017961465 [Date=3/21/2006] [FileNumber=4619649-1] [8a886fa2903a4e6e0a3bf9e578ff1104abbf928a18761cdf56a6d941160c93b70506ff8b85e3211fbed198d1ff60ea9f5150931ac168b1b501e06f4a5775bb86]]

04-43452 Notice will be electronically mailed to:

Elliott Abrams abramsbk@pacbell.net

Michael J. McQuaid MMcQuaid@carr-mcclellan.com

Office of the U.S. Trustee /Oak USTPRegion17.OA.ECF@usdoj.gov

Tevis Thompson tevisch7trustee@sbcglobal.net, tthompson@ecf.epiqsystems.com

04-43452 Notice will not be electronically mailed to:

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

ELECTRONICALLY
FILED: 3/21/06

In re:

Case No. 04-43452T

VASCONNECT, INC.,

Chapter 7

Debtor.

NOTICE OF PROPOSED ACTION BY TRUSTEE:
AGREEMENT WITH DATASCOPE
CORPORATION; JODI J. AKIN; BIOINFO
ACCELERATOR LLC; LINDA N. DORN; EDF
VENTURES LIMITED PARTNERSHIP; C.
RAYMOND LARKIN, JR.; M. MURPHY
ENTERPRISES, LTD.; GARY S. ROUBIN; EMILY E.
SCHARDT; SYNERGY PARTNERS
INTERNATIONAL; AND VIRGINIA J. THOMAS

TO: THE DEBTOR, CREDITORS AND OTHER PARTIES-IN-INTEREST:

PLEASE TAKE NOTICE that Tevis T. Thompson, Jr. ("Trustee"), Trustee of the bankruptcy estate of Vasconnect, Inc., Debtor ("Debtor") intends to obtain court approval of an agreement with Datascope Corporation ("Datascope"); Jodi J. Akin ("Akin"); BioInfo Accelerator LLC ("BioInfo"); Linda N. Dorn ("Dorn"); EDF Ventures Limited Partnership ("EDF"); C. Raymond Larkin, Jr. ("Larkin"); M. Murphy Enterprises, Ltd. ("Murphy"); Gary S. Roubin ("Roubin"); Emily E. Schardt ("Schardt"); Synergy Partners International ("Synergy"); and Virginia J. Thomas ("Thomas") on the terms set forth below. Parties that wish to object to the proposed agreement or to request a hearing on the agreement should follow the procedures set forth in Bankruptcy Local Rule 9014-1. An objection or request for hearing on the proposed agreement must be filed and served upon the undersigned attorneys for the Trustee within twenty (20) days of the date of the mailing of this notice, namely by April 20, 2006. Objections or requests for hearing must be accompanied by a declaration or memorandum of law that the objecting party wishes to present in support of its position. If there is no timely objection or request for a hearing, the Bankruptcy Court may enter an order approving the agreement by default.

BACKGROUND: Among the property of Debtor's bankruptcy estate is intellectual property, including any and all inventions pertaining to the Debtor's business, including patent applications (U.S. and foreign) relating thereto; 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; domain name registrations; and trade secrets, including proprietary and confidential business records (including, all information, lab books, data, 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) (collectively, the "Property"). Datascope claims to hold a lien against the Property, and asserts it is owed the principal amount of approximately \$150,000; Akin claims to hold a lien against the Property, and asserts that she is owed the principal amount of approximately \$75,000; BioInfo claims to hold a lien against the Property, and asserts it is owed the principal amount of approximately \$48,000; Dorn claims to hold a lien against the Property, and asserts that she is owed the principal amount of approximately \$10,000; EDF claims to hold a lien against the Property, and asserts it is owed the principal amount of approximately \$300,000; Larkin claims to hold a lien against the Property, and asserts that he is owed the principal amount of approximately \$10,000; Murphy claims to hold a lien against the Property, and asserts it is owed the principal amount of approximately \$50,000; Roubin claims to hold a lien against the Property, and asserts that he is owed the principal amount of

NOTICE OF PROPOSED ACTION BY TRUSTEE

22127-06067\BOLIBR\11287144.1

PATENT
REEL: 025437 FRAME: 0919

approximately \$25,000; Schardt claims to hold a lien against the Property, and asserts that she is owed the principal amount of approximately \$10,000; Synergy claims to hold a lien against the Property, and asserts it is owed the principal amount of approximately \$50,000; and Thomas claims to hold a lien against the Property, and asserts that she is owed the principal amount of approximately \$20,000. The Trustee received an offer from Vasculab Technologies, LLC ("Vasculab") to purchase the Property for \$355,000. The parties acknowledge that, based upon a sale price of \$355,000 for the Property, there are insufficient proceeds to pay everyone in full.

AGREEMENT: The parties have reached an agreement as to the division of the proceeds of sale of the Property. The agreement is subject to Bankruptcy Court approval. The Agreement is subject and conditioned on the following: (a) the entry of an order (that are not stayed) by the Bankruptcy Court authorizing the sale of the Property; (b) the Trustee closing a sale of the Property for at least \$355,000 within 90 days from the date of the Agreement; (c) Datascope receiving the sum of \$110,000 from the sale of the Property; (d) Akin receiving the sum of \$18,185 from the sale of the Property; (e) BioInfo receiving the sum of \$11,639 from the sale of the Property; (f) Dorn receiving the sum of \$2,429 from the sale of the Property; (g) EDF receiving the sum of \$72,744 from the sale of the Property; (h) Larkin receiving the sum of \$2,420 from the sale of the Property; (i) Murphy receiving the sum of \$12,134 from the sale of the Property; (j) Roubin receiving the sum of \$6,062 from the sale of the Property; (k) Schardt receiving the sum of \$2,424 from the sale of the Property; (l) Synergy receiving the sum of \$12,124 from the sale of the Property; and (m) Thomas receiving the sum of \$4,844 from the sale of the Property. Upon receipt of the foregoing amounts specified each Creditor consents and agrees that, pursuant to Section 506(c) of the Bankruptcy Code, the Trustee may receive and be paid the sum of \$100,000 from the Property proceeds. To the extent that there are funds remaining from the sale of the Property after payment of the amounts specified above and any Termination or Reimbursement Fee due to Vasculab and closing costs, if any, the excess funds will be allocated pro rata to the parties based upon the foregoing amounts. To the extent that there are insufficient funds from the sale of the Property to pay the amounts specified above and closing costs, if any, the parties agree that they will negotiate in good faith to attempt to make up the shortfall. Upon receipt of the consideration specified above each creditor will release Vasculab (or other buyer) from any claims and liens they have against the Property and will agree to execute any document necessary to release the liens.

The Trustee requests the Court waive the ten (10) day stay requirement under Rule 6004(g) for good cause, if applicable.

The Trustee believes the approval of the agreement is in the best interest of creditors and the estate. The creditors have asserted liens against the Property. Although some of the liens may be avoidable by the Trustee the unavoidable liens equal more than the sale price. Consequently, without the agreement the estate would receive nothing from a sale of the Property. The agreement provides the estate will receive \$100,000 from the closing of the sale. If the Property is not sold, the estate would receive nothing. Consequently, the Trustee believes the agreement is in the best interest of the bankruptcy estate.

For further information, you can contact the undersigned attorneys for the Trustee.

Dated: March 21, 2006

By: Michael J. McQuaid
Michael J. McQuaid Esq. (State Bar No. 95871)
Attorneys for Tevis T. Thompson, Jr., Trustee
CARR, McCLELLAN, INGERSOLL, THOMPSON
& HORN, Professional Law Corporation
216 Park Road, Burlingame, CA 94010-0513
Telephone: (650) 342-9600
mmcquaid@carr-mcclellan.com

1 Michael J. McQuaid, Esq.
(Bar No. 95871)
2 Carr, McClellan, Ingersoll,
Thompson & Horn
3 Professional Law Corporation
216 Park Road
4 P.O. Box 513
Burlingame, CA 94011-0513
5 Telephone: (650) 342-9600
Facsimile: (650) 342-7685
6 mmcquaid@carr-mcclellan.com

7 Attorneys for Trustee
TEVIS T. THOMPSON, JR.

9 UNITED STATES BANKRUPTCY COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11 OAKLAND DIVISION

12 In re:
VASCONNECT, INC.
Debtor.

Chapter 7
No. 04-43452T
13 CERTIFICATE OF SERVICE

14 I declare that I am employed in the County of San Mateo, California. I am over the age
of eighteen (18) years and not a party to this action. My business address is 216 Park Road,
15 P.O. Box 513, Burlingame, California 94011-0513.

16 I certify that the original papers filed with the Court and all copies of papers, documents,
and exhibits, whether filed with the Court or served on other parties, are prepared on recycled
paper.

17 I am readily familiar with this business' practice for collection and processing of
correspondence for mailing with the United States Postal Service and know that this
18 correspondence would be deposited with the United States Postal Service this day in the
ordinary course of business.

19 On March 21, 2006, I served the following:


20 **NOTICE OF PROPOSED ACTION BY TRUSTEE: AGREEMENT WITH**
DATASCOPE CORPORATION; JODI J. AKIN; BIOINFO ACCELERATOR
LLC; LINDA N. DORN; EDF VENTURES LIMITED PARTNERSHIP; C.
21 **RAYMOND LARKIN, JR.; M. MURPHY ENTERPRISES, LTD.; GARY S.**
22 **ROUBIN; EMILY E. SCHARDT; SYNERGY PARTNERS INTERNATIONAL;**
AND VIRGINIA J. THOMAS

23 by placing a true copy thereof in a sealed envelope and placing this envelope for collection and
mailing this date following the ordinary business practices of Carr, McClellan, Ingersoll,
24 Thompson & Horn for deposit of correspondence in the United States Postal Service, addressed
as follows:

25 *Please see attached Service List*

26 Executed on March 21, 2006, at Burlingame, California.

27 I declare under penalty of perjury pursuant to the laws of the United States that the
foregoing is true and correct.

28 
Shara Bajurin

22127.06062\BGL381\1287688.1

CERTIFICATE OF SERVICE

Hot Air System
3001 South State Street #7
Ukiah, CA 95482

Fetherstonhaugh
P.O. Box 2999
Station D
Ottawa Ontario
CANADA K1P546

Hiemstra Product
Development
101 Townsend Street,
Suite 301
San Francisco,
CA 94107

D & R Products Co., Inc.
455 River Road
Hudson, MA 01749

American Packaging
Company
1515 Alvarado St.
San Leandro CA 94577

VWR International Inc.
1230 Kennestone Circle
Marietta GA 30066

Rutan and Tucker LLP
611 Anton Boulevard
Suite 1400
P.O. Box 1950
Costa Mesa, CA 92628-1950

Stericycle
13975 Polo Trail Dr., #201
Lake Forest, IL 60045

Versaggi
Biocommunications
9 Carolyn Ct.
Mill Valley CA 94941

Wilson Sonsini
Goodrich and Rosati
File No. 73672
P.O. Box 60000
San Francisco,
CA 94160-3672

Life Sciences Outsourcing
830 Challenger St.
Brea, CA 92821

F. B. Rice and Co.
P.O. Box 117
Balmain
New South Wales
AUSTRALIA

Paul R. Peterson
482 St. Johns Rd.
Drums, PA 18222

Enpath Medical,
Medamicus Inc.
15301 Highway 55 West
Minneapolis, MN 55447

MSC Industrial Supply Co.
75 Maxess Road
Melville, NY 11747-9415

EFD, Inc.
P.O. Box 101767
Atlanta, GA 30392-1767

Linda N. Dorn
972 Hawthorne Drive
Walnut Creek, CA 94596

Qosina
150-Q Executive Drive
Edgewood, NY 11717-8329

Synergy Partners
International
35 Middlefield Road
Suite 170
Menlo Park, CA 94025

Virginia J. Thomas
479 Peacock Boulevard
Lafayette, CA 94549

Hot Air System
3001 South State Street #7
Ukiah, CA 95482

Bozicevic,
Field and Francis LLP
200 Middlefield Road #200
Menlo Park, CA 94025

Paul Balsara
20 Castleford Place
Danville, CA 94526

Extrusionering, Inc.
c/o Mariela Ledesma
41984 Rio Nedo
Suite 300
Temecula, CA 92590

Emily E. Schardt
841 Hawthorne Drive
Walnut Creek, CA 94596

Wilson Sonsini
Goodrich and Rosati
File No. 73672
P.O. Box 60000
San Francisco, CA 94160-3672

Jodi J. Akin
328 Crest Avenue
Alamo, CA 94507

preEminent LLC
1440 Maria Lane
Suite 100
Walnut Creek, CA 94596

American
Packaging Company
1515 Alvarado St.
San Leandro CA 94577

NAMSA
6750 Wales Road
Northwood, OH 43619

Franchise Tax Board
Special Procedures
P.O. Box 2952
Sacramento, CA 95812-2952

Dr. Hani Shennib
Montreal General Hospital
1650 Cedar Avenue Room
L9.112
Montreal Quebec
CANADA H3G1A4

Spear Products, Inc.
P.O. Box 37
Quaker Town, PA 18951

Advanced Extrusion
Services, Inc.
5400 Soquel Avenue
Suite D
Santa Cruz, CA 95062

Akin, Gump, Strauss,
Hauer and Feld LLP
Attn L. Lichtenbert
300 Convent St. #1500
San Antonio TX 78205

ACRI
5673 Peachtree
Dunwoody Rd.
Suite 675
Atlanta, GA 30342-1701

EDM, Inc.
425 North Main Street
Ann Arbor, MI 48104-1147

EDF Ventures
Enterprise Development Fund
c/o Lois F. Marler
425 North Main Street
Ann Arbor, MI 48104-1147

Datascope Corp.
14 Philips Parkway
Attn: J. Gary Mohr
Montvale, NJ 07645

Finnegan, Henderson, et. al.
1300 I Street
Suite 100
Washington, DC 20005-3315

Office of the U.S. Trustee
Oakland Division
1301 Clay Street, Suite 690N
Oakland, CA 94612-5201

Tevis T. Thompson, Jr.
Trustee
P.O. Box 1110
Martinez, CA 94553

Elliott Abrams, Esq.
Law Offices of Elliott Abrams
2033 North Main Street, #750
Walnut Creek, CA 94596

Vasconnect, Inc.
1440 Maria Ln. #100
Walnut Creek, CA 94596

EIS
2018 Powers Ferry Rd. #500
Atlanta GA 30327

Kathleen M. Shay, Esq.
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103-4196

Adam Dakin
Mike Dugery
VascuLab Technologies LLC
102 Chinaberry Lane
Collegeville, PA 19426

Datascope Corp.
Attn: J. Gary Mohr
14 Philips Parkway
Montvale, NJ 07645

EDF Ventures
Attn: Marie Kendrick, Officer
425 North Main Street
Ann Arbor, MI 48104-1147

C. Raymond Lark, Jr.
100 Warwick Court
Alamo, CA 94507

Gary S. Roubin, M.D., PhD.
Lenox Hill Heart and
130 East 77th Street
Black Hall, 9th Floor
New York, NY 10021

M. Murphy Enterprises, Ltd.
552 Baxtershire
Dallas, TX 75230

BiInfo Accelerator LLC
c/o John Mc B Hodgson
2970 Litchfield Road
Cleveland, OH 44120

Miscellaneous:04-43452 Vasconnect, Inc.**U.S. Bankruptcy Court****Northern District of California**

Notice of Electronic Filing

The following transaction was received from McQuaid, Michael J. entered on 4/13/2006 at 2:27 PM PDT and filed on 4/13/2006

Case Name: Vasconnect, Inc.

Case Number: 04-43452

Document Number: 31

Docket Text:

Declaration of Tevis T. Thompson, Jr., Trustee in Support of *Application for Order Authorizing Agreement with Datascope Corporation; Jodi J. Akin; Bioinfo Accelerator LLC; Linda N. Dorn; EDF Ventures Limited Partnership; C. Raymond Larkin, Jr.; M. Murphy Enterprises, Ltd.; Gary S. Roubin; Emily E. Schardt; Synergy Partners International; and Virginia J. Thomas* (RE: related document(s)[29] Motion to Approve Document,,). Filed by Trustee Tevis Thompson (McQuaid, Michael)

The following document(s) are associated with this transaction:

Document description:Main Document

Original filename:S:\ECF-2006\Vasconnect-Agt-Trustee-4-13-06.pdf

Electronic document Stamp:

[STAMP bkecfStamp_ID=1017961465 [Date=4/13/2006] [FileNumber=4698304-0] [33b13ca0a85030478885cee076d45bc55148a1072ab885ccb92d53fa2c2421702d200c0012414501f9c1ea385c20891147296fbb14c3f0067d1cefce2c609306]]

04-43452 Notice will be electronically mailed to:

Elliott Abrams abramsbk@pachell.net

Michael J. McQuaid MMcQuaid@carr-mcclellan.com

Office of the U.S. Trustee /Oak USTPRegion17.OA.ECF@usdoj.gov

Tevis Thompson tevisch7trustee@sbcglobal.net, tthompson@ecf.epiqsystems.com

04-43452 Notice will not be electronically mailed to:

1 Michael J. McQuaid, Esq.
2 (Bar No. 95871)
3 Carr, McClellan, Ingersoll,
4 Thompson & Horn
5 Professional Law Corporation
6 216 Park Road
7 P.O. Box 513
8 Burlingame, CA 94011-0513
9 Telephone: (650) 342-9600
10 Facsimile: (650) 342-7685
11 mmequaid@carr-mcclellan.com

ELECTRONICALLY
FILED: 4/13/06

31

12 Attorneys for Trustee
13 TEVIS T. THOMPSON, JR.

14 UNITED STATES BANKRUPTCY COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16 OAKLAND DIVISION

17 In re:

Chapter 7

18 VASCONNECT, INC.

No. 04-43452T

19 Debtor.

20 DECLARATION OF TEVIS T.
21 THOMPSON, JR., IN SUPPORT OF
22 APPLICATION FOR ORDER
23 AUTHORIZING AGREEMENT WITH
24 DATASCOPE CORPORATION; JODI J.
25 AKIN; BIOINFO ACCELERATOR LLC;
26 LINDA N. DORN; EDF VENTURES
27 LIMITED PARTNERSHIP; C. RAYMOND
28 LARKIN, JR.; M. MURPHY
ENTERPRISES, LTD.; GARY S. ROUBIN;
EMILY E. SCHARDT; SYNERGY
PARTNERS INTERNATIONAL; AND
VIRGINIA J. THOMAS

I, TEVIS T. THOMPSON, JR., declare as follows:

1. I am the duly appointed and acting Chapter 7 Trustee of the bankruptcy estate of Vasconnect, Inc., Debtor ("Debtor"). The following matters are within my personal knowledge and, if called as a witness, I could and would testify competently thereto.

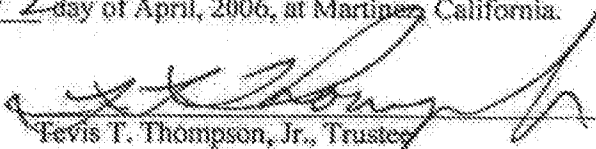
2. Subject to Court approval, I entered into an agreement ("Agreement") with Datascope Corporation; Jodi J. Akin; BioInfo Accelerator LLC; Linda N. Dorn; EDF Ventures Limited Partnership; C. Raymond Larkin, Jr.; M. Murphy Enterprises, Ltd.; Gary S. Roubin;

1 Emily E. Schardt; Synergy Partners International; and Virginia J. Thomas (collectively
2 "Creditors") on the terms set in the Agreement attached to the Application as Exhibit "A".

3 3. I believe the approval of the Agreement is in the best interest of Creditors and the
4 estate. The Creditors have asserted liens against the property being sold to Vasculab.
5 Vasculab will only purchase the property if it is not subject to the liens of the Creditors.
6 Although some of the liens may be avoidable by me, the unavoidable liens equal more than the
7 sale price. Consequently, without the Agreement the estate would receive nothing from a sale of
8 the property. The Agreement provides the estate will receive \$100,000 from the closing of the
9 sale. If the property is not sold, the estate would receive nothing. Consequently, I believe that
10 the Agreement is in the best interest of the bankruptcy estate.

11 I declare under penalty of perjury pursuant to the laws of the United States that the
12 foregoing is true and correct.

13 Executed this 12 day of April, 2006, at Martinez, California.

14
15 
16 Lewis T. Thompson, Jr., Trustee
17
18
19
20
21
22
23
24
25
26
27
28

Upload a Single Order

The new pdf file 53654.pdf was uploaded and routed to Order-Inbox folder successfully on 4/13/2006 -- 2:29 PM

Order Type: Other

Case Number: 04-43452

Case Name: Vasconnect, Inc.

Related Document Number: 29

Related Document Description: Motion to Approve Document

Do it again

1 Michael J. McQuaid, Esq.
(Bar No. 95871)
2 Carr, McClellan, Ingersoll,
Thompson & Horn
3 Professional Law Corporation
216 Park Road
4 P.O. Box 513
Burlingame, CA 94011-0513
5 Telephone: (650) 342-9600
Facsimile: (650) 342-7685
6 mmcquaid@carr-mcclellan.com

7 Attorneys for Trustee
TEVIS T. THOMPSON, JR.

9 UNITED STATES BANKRUPTCY COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 OAKLAND DIVISION

12 In re:
13 VASCONNECT, INC.
14 Debtor.

Chapter 7
No. 04-43452T

ORDER AUTHORIZING AGREEMENT
WITH DATASCOPE CORPORATION;
JODI J. AKIN; BIOINFO ACCELERATOR
LLC; LINDA N. DORN; EDF VENTURES
LIMITED PARTNERSHIP; C. RAYMOND
LARKIN, JR.; M. MURPHY
ENTERPRISES, LTD.; GARY S. ROUBIN;
EMILY E. SCHARDT; SYNERGY
PARTNERS INTERNATIONAL; AND
VIRGINIA J. THOMAS

19 Upon the Application of Tevis T. Thompson, Jr., Chapter 7 Trustee, for an order
20 authorizing the agreement with Datascope Corporation; Jodi J. Akin; BioInfo Accelerator LLC;
21 Linda N. Dorn; EDF Ventures Limited Partnership; C. Raymond Larkin, Jr.; M. Murphy
22 Enterprises, Ltd.; Gary S. Roubin; Emily E. Schardt; Synergy Partners International; and
23 Virginia J. Thomas (the "Agreement"), the Court having considered the pleadings, and finding
24 that the proposed Agreement is fair and reasonable and in the best interest of the bankruptcy
25 estate, and good cause appearing,

26 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

27 1. The parties-in-interest have received adequate notice and an opportunity to be
28 heard;

23127.060678GLIB1\1289986.1

ORDER

PATENT

REEL: 025437 FRAME: 0929

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. The Trustee is authorized to enter into the Agreement attached to the Application as Exhibit "A";

3. The ten (10) day stay requirement under Rule 6004(g) to the extent applicable is waived;

4. The Trustee is authorized to pay the amounts specified in the Agreement from the proceeds of the sale to VacuLab Technologies, LLC; and

5. The Trustee is authorized to execute any and all documents necessary or proper to consummate the Agreement.

END OF ORDER

COURT SERVICE LIST

1
2 Office of the U.S. Trustee/Oakland
3 1301 Clay Street, Suite 690N
4 Oakland, CA 94612-5217

5 Tevis T. Thompson, Jr., Trustee
6 P.O. Box 1110
Martinez, CA 94553

7 Adam Dakin
8 Mike Dugery
9 VasuLab Technologies LLC
10 102 Chinaberry Lane
Collegeville, PA 19426

11 Datascope Corp.
12 Attn: J. Gary Mohr
13 14 Philips Parkway
Montvale, NJ 07645

14 Jodi J. Akin
15 328 Crest Avenue
Alamo, CA 94507

16 BioInfo Accelerator LLC
17 c/o John Mc B Hodgson
18 2970 Litchfield Road
Cleveland, OH 44120

19 Linda N. Dorn
20 972 Hawthorne Drive
Walnut Creek, CA 94596

21
22 EDF Ventures
23 Enterprise Development Fund
24 c/o Lois F. Marler
425 North Main Street
Ann Arbor, MI 48104-1147

25 C. Raymond Larkin, Jr.
26 100 Warwick Court
27 Alamo, CA 94507

28
22127.06062:BDLIB1\1289986.1

- 1 M. Murphy Enterprises, Ltd.
7552 Baxtershire
- 2 Dallas, TX 75230
- 3
- 4 Gary S. Roubin, M.D., PhD.
Lenox Hill Heart
130 Est 77th Street
- 5 Black Hall, 9th Floor
New York NY 10021
- 6
- 7 Emily E. Schardt
841 Hawthorne Drive
- 8 Walnut Creek, CA 94596
- 9
- 10 Synergy Partners International
535 Middlefield Road
Suite 170
- 11 Menlo Park, CA 94025
- 12
- 13 Virginia J. Thomas
479 Peacock Boulevard
Lafayette, CA 94549
- 14
- 15 Kathleen M. Shay, Esq.
Duane Morris LLP
- 16 30 South 17th Street
Philadelphia, PA 19103-4196
- 17
- 18 Michael J. McQuaid, Esq.
Carr, McClellan, Ingersoll,
19 Thompson & Horn
Professional Law Corporation
- 20 216 Park Road
P.O. Box 513
- 21 Burlingame, CA 94011-0513
- 22
- 23
- 24
- 25
- 26
- 27
- 28

22127.06062\BCLIB\11289986.1

