

07-29-2002



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

102172031

To the Honorable Commission

and original documents or copy thereof.

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

07/25/02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Vascular Solutions, Inc.
Internal Address: _____
Street Address: 2495 Xenium Lane North
City: Minneapolis State: MN ZIP: 55441

Individual(s) _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-Minnesota _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 28, 2002

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,186,818	2,517,658
2,186,712	2,255,872

Additional numbers attached? Yes No

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

Name: Jamie Nafziger
 Internal Address: Dorsey & Whitney LLP

 Street Address: Suite 1500, 50 South Sixth Street

 City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$115.00

Enclosed
 Authorized to be charged to deposit account _____

8. Deposit account number:
04-1420

(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS
2002 JUL 25 AM 10:41
FINANCE SECTION

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.

Jamie Nafziger
Name of person Signing

Jamie Nafziger
Signature

7/19/02
Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/26/2002 LMUELLER 00000056 2186818

01 FC:481	40.00 OP
02 FC:482	75.00 OP

BOX ASSIGNMENT
 Director - U.S. Patent and Trademark Office
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF TRADEMARKS BY SECURED PARTIES'
PRIVATE FORECLOSURE SALE

This Assignment having an effective date of the later date signed below is made by and between the Secured Parties listed on Schedule II hereto (the "Secured Parties"), Tulchinsky Stern Trust Co. Ltd., as agent for those Secured Parties not signatories hereto (the "Agent") and VASCULAR SOLUTIONS, INC., a Minnesota corporation ("Assignee").

WHEREAS, Angiosonics, Inc. ("Angiosonics") has adopted and owns certain trademarks listed on Schedule I which are registered in the U.S. Patent and Trademark Office or which are the subject of pending applications in the U.S. Patent and Trademark Office (hereinafter the "Marks") and,

WHEREAS, Angiosonics pledged substantially all of its assets, including its general intangibles (which includes the Marks), to the Secured Parties pursuant to that certain General Business Security Agreement dated as of February 19, 2001 (the "Security Agreement") and,

WHEREAS, Angiosonics is in default of its obligations to the Secured Parties, and

WHEREAS, the Secured Parties desire to foreclose on certain assets of Angiosonics, including the Marks, under Article 9 of the Uniform Commercial Code, as in effect in North Carolina (the "UCC Foreclosure"), and to simultaneously convey such assets and Marks in a private sale to the Assignee pursuant to that certain Asset Purchase Agreement dated as of April 29, 2002, and

WHEREAS, in connection with the UCC Foreclosure and sale of assets to the Assignee pursuant to the Asset Purchase Agreement, the Secured Parties desire to assign the Marks to the Assignee, and

WHEREAS, Angiosonics has acknowledged and consented to the assignment of the Marks to the Assignee as part of the UCC Foreclosure,

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Parties do hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of Angiosonics' right, title and interest in and to the Marks, and the registrations and applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Angiosonics' entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. The Secured Parties hereby covenant that they have full right to convey Angiosonics' entire interest in the Marks, and that they have not executed, and will not execute, any agreements inconsistent herewith. The parties agree that all capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement and that this Assignment be subject to the terms of the Asset Purchase Agreement.

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

TULCHINSKY STERN TRUST CO. LTD, as agent for the Secured Parties not signatories hereto

By _____
Its _____

GEMINI ISRAEL II LP

ADVENT PGGM GEMINI LP

By: *[Signature]*
Its: MANAGING PARTNER

By: *[Signature]*
Its: MANAGING PARTNER

GEMINI ISRAEL II PARALLEL FUND LP

GEMINI PARTNER INVESTORS LP

By: *[Signature]*
Its: MANAGING PARTNER

By: *[Signature]*
Its: MANAGING PARTNER

GEMINI SYSTEMS CORPORATION NV

By: _____
Its: _____

VAN MOER SANTERRE & CO.

VASCULAR SOLUTIONS, INC. (Assignee)

By: _____
Its: _____

By: _____
Its: _____

EDGAR C. HARRELL

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

TULCHINSKY STERN TRUST CO. LTD, as agent for the Secured Parties not signatories hereto

By _____
Its _____

GEMINI ISRAEL II LP

ADVENT PGGM GEMINI LP

By: _____
Its: _____

By: _____
Its: _____

GEMINI ISRAEL II PARALLEL FUND LP

GEMINI PARTNER INVESTORS LP

By: _____
Its: _____

By: _____
Its: _____

GEMINI SYSTEMS CORPORATION NV

By: *[Signature]*
Its: DR. JIS PRAGER, DIRECTOR

VAN MOER SANTERRE & CO.

VASCULAR SOLUTIONS, INC. (Assignee)

By: _____
Its: _____

By: _____
Its: _____

EDGAR C. HARRELL

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TULCHINSKY STERN TRUST CO. LTD, as agent for the Secured Parties not signatories hereto

By _____
Its _____

GEMINI ISRAEL II LP

ADVENT PGGM GEMINI LP

By: _____
Its: _____

By: _____
Its: _____

GEMINI ISRAEL II PARALLEL FUND LP

GEMINI PARTNER INVESTORS LP

By: _____
Its: _____

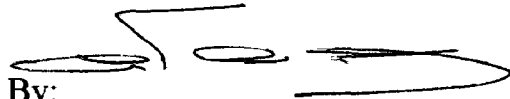
By: _____
Its: _____

GEMINI SYSTEMS CORPORATION NV

By: _____
Its: _____

VAN MOER SANTERRE & CO.

VASCULAR SOLUTIONS, INC. (Assignee)

By: 
Its: ANDRE VAN MOER, DIRECTOR

By: _____
Its: _____

EDGAR C. HARRELL

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

TULCHINSKY STERN TRUST CO. LTD, as agent for the Secured Parties not signatories hereto

By _____
Its _____

GEMINI ISRAEL II LP

ADVENT PGGM GEMINI LP

By: _____
Its: _____

By: _____
Its: _____

GEMINI ISRAEL II PARALLEL FUND LP

GEMINI PARTNER INVESTORS LP

By: _____
Its: _____

By: _____
Its: _____

GEMINI SYSTEMS CORPORATION NV

By: _____
Its: _____

VAN MOER SANTERRE & CO.

VASCULAR SOLUTIONS, INC. (Assignee)

By: _____
Its: _____

By: Edgar C. Harrell
Its: CEO

EDGAR C. HARRELL

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

TULCHINSKY STERN TRUST CO. LTD, as
agent for the Secured Parties not signatories hereto

By _____
Its _____

GEMINI ISRAEL II LP

By: _____
Its: _____

ADVENT PGGM GEMINI LP

By: _____
Its: _____

GEMINI ISRAEL II PARALLEL FUND LP

By: _____
Its: _____

GEMINI PARTNER INVESTORS LP

By: _____
Its: _____

GEMINI SYSTEMS CORPORATION NV

By: _____
Its: _____

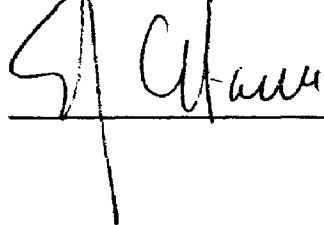
VAN MOER SANTERRE & CO.

By: _____
Its: _____

VASCULAR SOLUTIONS, INC. (Assignee)

By: _____
Its: _____

EDGAR C. HARRELL



ACKNOWLEDGEMENT AND CONSENT

Angiosonics, Inc., a corporation organized under the laws of the State of Delaware, hereby acknowledges and consents to the transfer of the Marks by the Secured Parties to Vascular Solutions, Inc. under the above referenced Assignment of Trademarks by Secured Parties' Private Foreclosure Sale. Angiosonics, Inc. hereby acknowledges that the Secured Parties have a perfected security interest in the Marks and have the right to foreclose on the Marks and make such transfer to Vascular Solutions, Inc.

Dated: 4/29/2002

ANGIOSONICS, Inc.

By: W. P. Taylor
Its: U.P. Technical Affairs

SCHEDULE I

ACOLYSIS SYSTEM THERAPEUTIC ULTRASOUND THROMBOLYSIS and Design	Federally registered (Reg. No. 2,186,818) by Angiosonics Inc. of Morrisville, North Carolina for "ultrasound transmission probe and electromechanical apparatus that uses ultrasonic energy to eliminate blood clots and parts and attachments therefor." (The words "system" and "therapeutic ultrasound thrombolysis" disclaimed.) A maintenance filing will be due by September 1, 2004.
ACOLYSIS	Federally registered (Reg. No. 2,517,658) by Angiosonics Inc. of Morrisville, North Carolina for "ultrasound transmission probe and electromechanical apparatus that uses ultrasonic energy to eliminate blood clots and parts and attachments therefor." A maintenance filing will be due by December 11, 2007.
ACOLYSIS SYSTEM	Federally registered (Reg. No. 2,186,712) by Angiosonics Inc. of Morrisville, North Carolina for "electromechanical apparatus that uses ultrasonic energy to eliminate blood clots and parts and attachments therefor." (The word "system" disclaimed.) A maintenance filing will be due by September 1, 2004.
ACOLYSIS PROBE	Federally registered (Reg. No. 2,255,872) by Angiosonics Inc. of Morrisville, North Carolina for "medical ultrasound transmission probe." (The word "probe" disclaimed.) A maintenance filing will be due by June 22, 2005.

SCHEDULE II

Secured Party List

Gemini Israel II, LP

Gemini Israel II Parallel Fund LP

Gemini Systems Corporation NV

Van Moer Santerre & Co.

Advent PGGM Gemini LP

Gemini Partner Investors LP

Edgar C. Harrell