

11-4-99

11-16-1999

FORM PTO-1595  
(Rev 6-93)

**RECORD**



**SHEET**

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No 0651-0011 (exp 4/94)

101201786

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Urosurge, Inc.**  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: **American Medical Systems**  
Internal Address:  
Street Address: **10700 Bren Road West**  
City: **Minnetonka** State: **MN** ZIP: **55343**  
Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date(s): **7/30/99**

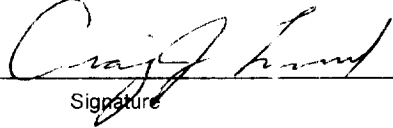
4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is:  
A. Patent Application No(s).  
**09/241,582**  
Additional numbers attached?  Yes  No

B. Patent No(s).

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Craig J. Lervick, Esq.**  
Internal Address: **3400 Plaza VII Building**  
Street Address: **45 South Seventh Street**  
City: **Minneapolis** State: **MN** ZIP: **55402**  
Our File No.: **687/45**

6. Total number of applications and patents involved: **1**  
7. Total Fee (37 CFR 3.41).....**40.00.**  
 Enclosed  
 Authorized to be charged to deposit account  
 Authorized to charge any underpayment or credit any overpayment to deposit account.  
8. Deposit account number:  
**15-0627**  
(Attach duplicate copy of this page if paying by deposit account)

**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.*  
**Craig J. Lervick, Reg. No. 35,244**  
Name of Person Signing  Signature **Nov 7, 1999** Date  
Total number of pages including cover sheet attachments, and document: **3**

Mail documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335  
Washington, D.C 20231

11/12/1999 DWGUYEN 00000121 09241582

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**PATENT** TC2 382619 v01 11/3/99  
**REEL: 010373 FRAME: 0876**

## PATENT

## ASSIGNMENT

WHEREAS, UROSURGE, Inc. 2660 Crosspark Road, Cornville, Iowa 52241 (hereinafter referred to as ASSIGNOR), owns full and exclusive right, title and interest to the rights set forth on the attached Schedule A (hereinafter referred to as THE TECHNOLOGY RIGHTS);

WHEREAS, American Medical Systems, 10700 Burn Road West, Minneapolis, MN 55343, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the full and exclusive right, title and interest in THE TECHNOLOGY RIGHTS as set forth in Schedule A attached hereto;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets to ASSIGNEE the entire right, title and interest in and to THE TECHNOLOGY RIGHTS as set forth in Schedule A, including but not limited to all patents and patent applications, in all countries, including all divisions, substitutes and continuations thereof, and all United States Letters Patents, including, but not limited to, all patent and patent application rights, which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for TECHNOLOGY RIGHTS in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for TECHNOLOGY RIGHTS in any foreign countries; and authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this assignment;

ASSIGNOR hereby covenants that no assignment, sales, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants and agrees that ASSIGNEE will be provided promptly with all pertinent facts and documents relating to said TECHNOLOGY RIGHTS, and legal equivalents in foreign countries as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly executed and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said TECHNOLOGY RIGHTS, and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

THIS ENTIRE ASSIGNMENT inures to the benefit of ASSIGNEE, its successors and assigns, and is binding upon ASSIGNOR, any successors, legal representatives or assigns.

IN TESTIMONY WHEREOF, I hereto set my hand as of the date indicated below.

Umsurge, Inc.

*[Signature]*

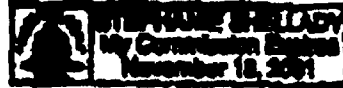
Dated: 7/30/99

Name: DAVID H. WHITMAN  
Title: CHAIRMAN & CEO

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this 30<sup>th</sup> day of July, 1999, before me Stephanie Shelley the undersigned Notary Public, personally appeared David H. Whitman 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/she executed the same.

*[Signature]*  
Notary Public



We accept the Assignment  
American Medical Systems, Inc.

*[Signature]*

Name: Gregory J. Melken  
Title: Vice President - Finance, Treasurer and Chief Financial Officer

Witness:  
*[Signature]*

**SCHEDULE A  
TECHNOLOGY RIGHTS**

1. All rights in patents, patent applications and patents in process owned by the Assignor or licensed to the Assignor by third parties and used in connection with the Products, as defined in the Asset Purchase Agreement, dated July 22, 1999, including but not limited to:

<u>Serial Number</u>	<u>Title</u>
U.S. Patent Application Serial No. 09/241,582 U.S. Patent No. 5,830,228	Self-Sealing Detachable Balloon Methods and Systems for Deployment of a Detachable Balloon at a Target Site In-Vivo
Australian Patent Application No. 31442/97	Methods and Systems for Deployment of a Detachable Balloon at a Target Site In-Vivo
Canadian Patent Application No. 2254052	Methods and Systems for Deployment of a Detachable Balloon at a Target Site In-Vivo
European Patent Application No. 97926748.1	Methods and Systems for Deployment of a Detachable Balloon at a Target Site In-Vivo
Japanese Patent Application No. 9-542859	Methods and Systems for Deployment of a Detachable Balloon at a Target Site In-Vivo
South Korean Patent Application No. 709594/98	Methods and Systems for Deployment of a Detachable Balloon at a Target Site In-Vivo

2. All research development, manufacturing processes, trade secrets, know-how, inventions, invention disclosures and clinical, manufacturing, engineering and other technical information and documentation owned by the Assignor which are used in connection with the design, development, manufacture, marketing or sale of the Products, as defined in the Asset Purchase Agreement, dated July 22, 1999, including but not limited to, UroSurge Invention Record executed on January 6, 1997, entitled "System for Transurethral Deployment of a Detachable Balloon or Biological Injectable at a Target Site In-Vivo" and UroSurge Invention Record executed on June 16, 1999, entitled "Linear Delivery System for Deployment of Detachable Balloon at a Target Site In-Vivo"