

Docket No.
AMS-151RECORDATION FORM COVER SHEET
PATENTS ONLYTo: The Honorable Commissioner of Patents and Trademarks
Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies)/(Execution Date)

Timm Medical Technologies, Inc.
(April 7, 2003)

Name and address of receiving party(ies):

American Medical Systems, Inc.
10700 Bren Road West
Minnetonka, MN 55343

Additional names of conveying party(ies) attached?

☐ Yes ☐ No

Additional names of receiving party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other:☐ If this is a request for correction of a previously recorded document, a copy of the previously recorded assignment and previous Notice of Recordation is enclosed.

4. Application number or patent number:

☐ This document is being filed with a new patent application on: _____☒ This document is to be recorded against the following patent application or patent: U.S. Patent No. 4,619,251 issued 10/28/86.☐ Patent Cooperation Treaty (PCT):Enter PCT application number only if a U.S. Application Number has not been assigned: _____Additional Numbers Attached? ☐ Yes ☐ No

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

Name:

Jeffrey J. Hohenshell
American Medical Systems, Inc.
10700 Bren Road West
Minnetonka, Minnesota 55343

Phone Number: 952 930-6135

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 account8. Deposit Account Number: 501921

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. Charges to deposit account are authorized, as indicated herein.

Jeffrey J. HohenshellPrinted Name of Attorney/Agent
Registration No. 34,109

Signature

April 11, 2003

Date

Pages: Total number of pages including COVER SHEET, attachments and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner for Patents, Box Assignments, Washington, DC 20231

CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to the U.S. Patent and Trademark Office on:

April 11, 2003

Date 700027945

Signature: Linda K. New

PATENT
REEL: 013570 FRAME: 0639

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is entered into this 7th day of April, 2003 by and between Timm Medical Technologies, Inc., a Delaware corporation having its principal place of business at 201 Technology Drive, Irvine, California 92618 ("Assignor"), and American Medical Systems, Inc., a Delaware corporation having its principal place of business at 10700 Bren Road West, Minnetonka, Minnesota 55343 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Agreement of Purchase and Sale dated the date hereof (the "Purchase Agreement") for the sale by Assignor of the Purchased Assets (as defined in Section 1.02 of the Purchase Agreement) (initially capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement);

WHEREAS, the execution and delivery of this Intellectual Property Assignment is a condition precedent to Assignee's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor's entire right, title and interest in and to the patents set forth in Schedule A attached hereto and by this reference incorporated herein (the "Patents").
2. The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.
3. From time to time after the date hereof, Assignor will execute and deliver, or cause its affiliates to execute and deliver, to Assignee such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Assignee or its counsel in order to vest in Assignee all right, title and interest of Assignor in and to the Patents in order to carry out the purpose and intent of this Intellectual Property Assignment.
4. This Intellectual Property Assignment, together with the Purchase Agreement and all documents executed in connection with the Purchase Agreement, constitute the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersede and replace any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Notwithstanding any other provisions of this Intellectual Property Assignment to the contrary, nothing contained in this Intellectual Property Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties,

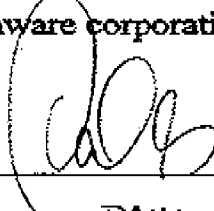
covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement nor shall this Intellectual Property Assignment expand or enlarge any remedies under the Purchase Agreement including without limitation any limits on indemnification specified therein. This Intellectual Property Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

5. This Intellectual Property Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Intellectual
erty Assignment as of the date first set forth above.

TIMM MEDICAL TECHNOLOGIES, INC.,
a Delaware corporation.

By:  _____
Name: PAUL MIKUS _____
Title: PRESIDENT _____

AMERICAN MEDICAL SYSTEMS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the parties have executed this Intellectual
erty Assignment as of the date first set forth above.

TIMM MEDICAL TECHNOLOGIES, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

AMERICAN MEDICAL SYSTEMS, INC.,
a Delaware corporation

By: M. James Bell

Name: M. James Bell

Title: CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE A

PATENTS

- A. U.S. Patent No. 4,881,531 Position Stable Segmented Penile Prosthesis (expires 11/21/06)
- B. U.S Patent No. 4,619,251 Penile Prosthesis Having an Actuator Means Interacting with a Member and Column (expires 4/26/04)
- C. U.S Patent No. 4,541,420 Penile Prosthesis Utilizing Patient Controlled Cam Actuator Apparatus (expires 4/26/04)
- D. U.S Patent No. 4,522,198 Penile Prosthesis (expires 4/18/03)
- E. U.S Patent No. 4,517,967 Penile Prosthesis (expires 4/18/03)