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J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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Tab settings

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

1. Name of conveying party(ies):

Milex Products, Inc.

2. Name and address of receiving party(ies)

Name: CooperSurgical Acquisition Corp.

Internal Address:

Street Address: 95 Corporate Drive

City: Trumbull State: CT Zip: 06611

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 02/02/2004

Additional name(s) & address(es) attached?  Yes  No

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)

B. Patent No.(s) 6,216,698 B1

Additional numbers attached?  Yes  No

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

Name: John M. Johnson

Internal Address: Carter Ledyard & Milburn LLP

Street Address: 2 Wall Street

City: New York State: NY Zip: 10005

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

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

John M. Johnson Reg. No. 33,334

Name of Person Signing

Signature

Signature

February 10, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 4

Mall documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

THIS PATENT ASSIGNMENT (“Assignment”) is made as of February 2, 2004, by Milex Products, Inc., a company organized under the laws of Illinois with its principal office at 4311 North Normandy, Chicago, IL 60634 (“Assignor”), in favor of CooperSurgical Acquisition Corp., a corporation organized under the laws of the State of Delaware with its principal office at 95 Corporate Drive, Trumbull, CT 06611 (“Assignee”).

WHEREAS Assignor owns U.S. Patent No. 6,216,698 B1 for the Flexible Pessary (the “Patent”);

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign to Assignee all of Assignor’s right, title and interest in and to the Patent;

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, dated as of February 2, 2004, among Assignee, CooperSurgical, Inc., a corporation organized under the laws of the State of Delaware, Assignor, and, for purposes of certain Sections only, Hymen T. Milgrom and Robert Shaw (the “Purchase Agreement”), Assignor is transferring substantially all of the assets of the Assignor relating to the Business (as defined in the Purchase Agreement), including the Patent, to Assignee;

WHEREAS, the Assignor wishes to execute and deliver this Assignment for the purposes of assigning the Patent from Assignor to Assignee and recording such assignment with the United States Patent and Trademark Office; and

NOW, THEREFORE, to effect the transactions contemplated by the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor agrees as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee, the Assignor’s entire right, title and interest in and to the Patent, for the United States and for all foreign countries, including any divisions, reissues, reexaminations, extensions or foreign equivalents thereof or continuations or continuations-in-part, and including the subject matter of all claims which may be obtained therefrom, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all income, royalties, damages or payments due or payable as of the date hereof or hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or

other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. To effect the transfer in accordance with the foregoing, Assignor shall execute all documents necessary to be recorded with the United States Patent and Trademark office to name Assignee as owner of the Patent, including any divisions, reissues, reexaminations or extensions thereof or continuations or continuations-in-part, and to issue any and all letters patent of the United States to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

*[SIGNATURE PAGE TO FOLLOW]*

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be signed and executed by its undersigned duly authorized officer.

**MILEX PRODUCTS, INC.**

By: John Milgrom  
Name: H.T. MILGROM  
Title: PRESIDENT

STATE OF Illinois )  
COUNTY OF Cook )

On this 2<sup>nd</sup> day of February, 2004, there appeared before me H.T. MILGROM, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of MILEX PRODUCTS, INC.

Marsha J. Delis  
Notary Public

