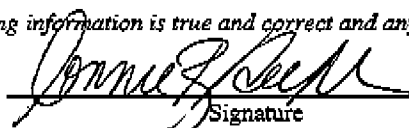


Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	RECORDATION FORM COVERSHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Tab settings <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>Jerome H. Abrams, Individual</u> Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>NuGvn, Inc.</u> Street Address: <u>4030 Valentine Court</u> City: <u>Arden Hills</u> State <u>MN</u> Zip <u>55112</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	Execution Date: <u>June 24, 2004, June 19, 2004, June 22, 2004</u>	
4. Application number(s) or registration 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 Registration No.(s) <u>6,464,653 D443,057 D449,690</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning documents should be mailed: Name: <u>Connie R. Heikkila</u> Internal Address: <u>Lindquist & Vennum, P.L.L.P.</u> Street Address: <u>4200 IDS Center, 80 So. 8th Street</u> City: <u>Minneapolis</u> State: <u>MN</u> Zip: <u>55402</u>	6. Total number of applications and registrations involved: <u>3</u> 7. Total fee (37 CFR 3.41)..... \$ <u>120.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0837</u> (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> <u>Connie R. Heikkila, Paralegal</u>  <u>August 26, 2004</u> Name of Person Signing Signature Date Total number of pages including coversheet, attachments, and documents: <input style="width: 100px;" type="text"/>		

CH \$120.00 500637 6464653

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

Additional Names of Conveying Parties:

Jerome H. Abrams, an Individual

Robert Hilekes, an Individual

James Sylora, an Individual

Herme Sylora, an Individual

Howard Hovland, an Individual

Curtis Olson, an Individual

Joseph Gorg, an Individual

Michael Berman, an Individual

Claire T. Hovland, an Individual

Philip A. Messina, an Individual

Don Crofut, an Individual

Demetre M. Nicoloff, an Individual

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Jerome H. Abrams, Robert Hilekes, James Sylora, Herme Sylora, Howard Hovland, Curtis Olson, Joseph Gorg, Michael Berman, Claire T. Hovland, Philip A. Messina, Don Crofut and Demetre M. Nicoloff (collectively "Assignors"), all citizens of the United States of America are the owners of the trademarks, patents, and/or other intellectual property listed on Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Intellectual Property");

AND WHEREAS the Assignors have agreed to assign and do hereby assign to NuGyn, Inc. a Minnesota corporation ("Assignee") all right, title, and interest, in and to, the Intellectual Property;

NOW THEREFORE, for good and valuable consideration, the receipt of all of which is hereby acknowledged:

1. Assignors hereby confirm that, as of the date hereof, Assignors have sold, assigned and transferred and do hereby sell, assign and transfer to Assignee, all right, title and interest in and to the Intellectual Property, including the goodwill associated with the Intellectual Property, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

2. Assignors further sell, assign and transfer to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Intellectual Property, with the right to sue and collect the same.

3. Assignors covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Assignors agree that they will, upon request, and without further consideration, do such things and execute such further documents as may be necessary or desirable to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignors further agree that Assignors will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignors and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

7. This Assignment supersedes all previous assignments of the Intellectual Property from Assignors to Assignee.

8. This Assignment may be executed in counterparts and shall be effective when executed by all parties.

Dated: June 14th, 2004

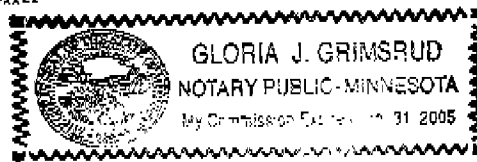
ASSIGNOR:

By: Jerome H. Abrams
Jerome H. Abrams

STATE OF MINNESOTA)
)ss:
COUNTY OF Hennepin)

On this 14th day of June 2004, personally appeared Jerome H. Abrams, and acknowledged that he executed the foregoing Assignment.

Gloria J. Grimsrud
Notary Public



ASSIGNOR:

By: _____
Robert Hilekes

On this _____ day of June 2004, personally appeared Robert Hilekes, and acknowledged that he executed the foregoing Assignment.

Notary Public

City, Country

8. This Assignment may be executed in counterparts and shall be effective when executed by all parties.

Dated: June __, 2004

ASSIGNOR:

By: Jerome H. Abrams

STATE OF MINNESOTA)
)ss:
COUNTY OF _____)

On this ____ day of June 2004, personally appeared Jerome H. Abrams, and acknowledged that he executed the foregoing Assignment.

Notary Public

ASSIGNOR:

By: *[Signature]*
Robert Hilekes

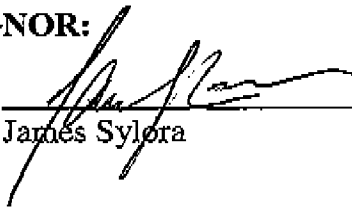
On this 19th day of June 2004, personally appeared Robert Hilekes, and acknowledged that he executed the foregoing Assignment.

P.L. AIREGLIA
Notary Public

**PL. AIREGLIA
NOTAIRE
MONACO**


Monaco
City, Country

ASSIGNOR:

By: 
James Sylora

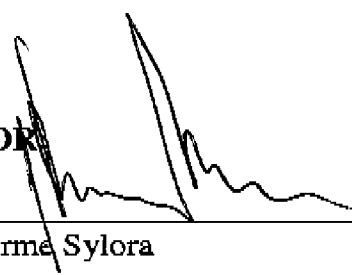
STATE OF ILLINOIS)
)ss:
COUNTY OF Cook)

On this 22nd day of June 2004, personally appeared James Sylora, and acknowledged that he executed the foregoing Assignment.


Notary Public




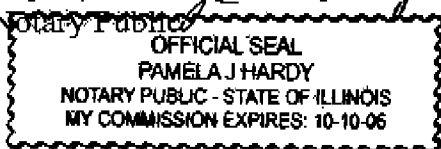
ASSIGNOR:

By: 
Herme Sylora

STATE OF ILLINOIS)
)ss:
COUNTY OF Cook)

On this 22nd day of June 2004, personally appeared Herme Sylora, and acknowledged that he executed the foregoing Assignment.


Notary Public



ASSIGNOR:

By: Howard Hovland

STATE OF MINNESOTA)
)ss:
COUNTY OF _____)

On this _____ day of June 2004, personally appeared Howard Hovland, and acknowledged that he executed the foregoing Assignment.

Notary Public

ASSIGNOR:

By: _____
James Sylora

STATE OF ILLINOIS)
)ss:
COUNTY OF _____)

On this _____ day of June 2004, personally appeared James Sylora, and acknowledged that he executed the foregoing Assignment.

Notary Public

ASSIGNOR:

By: _____
Herme Sylora

STATE OF ILLINOIS)
)ss:
COUNTY OF _____)

On this _____ day of June 2004, personally appeared Herme Sylora, and acknowledged that he executed the foregoing Assignment.

Notary Public

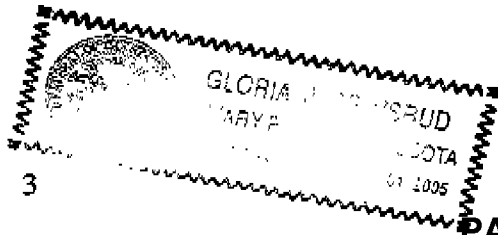
ASSIGNOR:

By: Howard Howland
Howard Hovland

STATE OF MINNESOTA)
)ss:
COUNTY OF Hennepin)

On this 14th day of June 2004, personally appeared Howard Hovland, and acknowledged that he executed the foregoing Assignment.

Gloria J. Brimrud
Notary Public



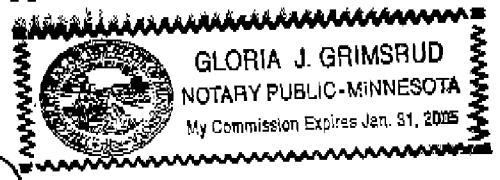
ASSIGNOR:

By: *Curtis Olson*
Curtis Olson

STATE OF MINNESOTA)
)ss:
COUNTY OF Hennepin

On this 14th day of June 2004, personally appeared Curtis Olson, and acknowledged that he executed the foregoing Assignment.

Gloria J. Grimsrud
Notary Public



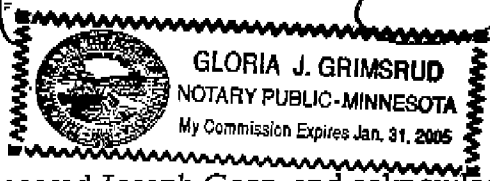
ASSIGNOR:

By: *Joseph Gorg*
Joseph Gorg

STATE OF MINNESOTA)
)ss:
COUNTY OF Hennepin

On this 14th day of June 2004, personally appeared Joseph Gorg, and acknowledged that he executed the foregoing Assignment.

Gloria J. Grimsrud
Notary Public



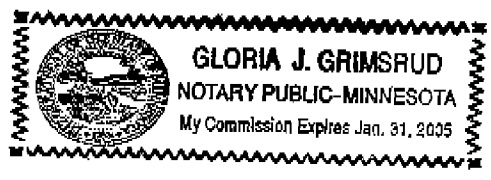
ASSIGNOR:

By: *Michael Berman*
Michael Berman

STATE OF MINNESOTA)
)ss:
COUNTY OF Hennepin

On this 14th day of June 2004, personally appeared Michael Berman, and acknowledged that he executed the foregoing Assignment.

Gloria J. Grimsrud
Notary Public



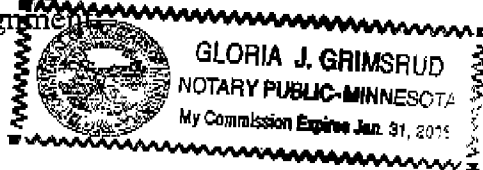
ASSIGNOR:

By: Claire T. Hovland
Claire T. Hovland

STATE OF MINNESOTA)
)ss:
COUNTY OF Hennepin

On this 14th day of June 2004, personally appeared Claire T. Hovland, and acknowledged that she executed the foregoing Assignment.

Gloria J. Grimsrud
Notary Public



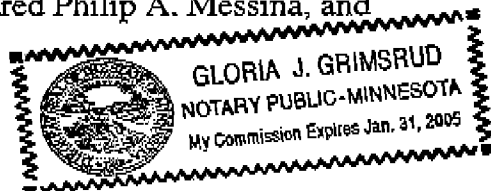
ASSIGNOR:

By: Philip A. Messina
Philip A. Messina

STATE OF MINNESOTA)
)ss:
COUNTY OF Hennepin

On this 14th day of June 2004, personally appeared Philip A. Messina, and acknowledged that he executed the foregoing Assignment.

Gloria J. Grimsrud
Notary Public



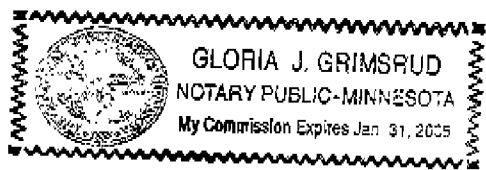
ASSIGNOR:

By: Don Crofut
Don Crofut

STATE OF MINNESOTA)
)ss:
COUNTY OF Hennepin

On this 14th day of June 2004, personally appeared Don Crofut, and acknowledged that he executed the foregoing Assignment.

Gloria J. Grimsrud
Notary Public



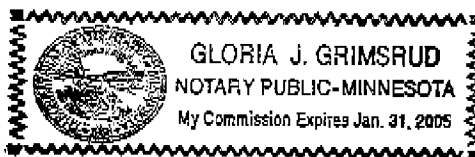
ASSIGNOR:

By: *Demetre M Nicoloff*
Demetre M. Nicoloff by Ardelle Nicoloff

STATE OF MINNESOTA)
)ss:
COUNTY OF Hennepin

On this 14 day of June 2004, personally appeared Ardelle Nicoloff for Demetre M. Nicoloff, and acknowledged that she executed the foregoing Assignment.

Gloria J. Grimsrud
Notary Public



INTELLECTUAL PROPERTY

EXHIBIT A

COUNTRY	SERIAL NO.	TITLE	APPLN. DATE	DBC No.
AUSTRALIA	2631/2000	Therapy Device	08/17/2000	U215.115.141
	1569/2001	Therapy Device (Divisional)	08/17/2000	U215.115.142
	1568/2001	Therapy Device (Divisional)	08/17/2000	U215.115.143
BENELUX	77404-00	Therapy Device	08/18/2000	U215.115.181
EPO	99960448.1	Clitoral Treatment Devices & Methods	11/18/1999	U215.113.291
	2095137	Therapy Device (United Kingdom)	08/18/2000	U215.115.751
	PCT/US02/04460	Devices & Methods for Treatment of Incontinence (PCT)	02/15/2002	U215.119.111
	001256239	EROS (Trademark EPO)	01/22/1999	U215.605.291
HONG KONG		Clitoral Treatment Devices & Methods		U215.113.351
U.S.	909/442,803	Clitoral Treatment Devices and Methods	11/19/1999	U215.113.101
	60/158,257	Clitoral Vacuum Devices & Methods	10/06/1999	U215.114.101
	Add'l Materials	Clitoral Treatment Devices & Methods		U215.113.101A
	29/118,961	Therapy Device	02/18/2000	U215.115.101
	29/135,691	Therapy Device Divisional	01/16/2001	U215.115.102
	10/077,678	Vacuum Therapy for Treatment of Urinary Incontinence	02/15/2002	U215.119.102
	Add'l Materials	Vacuum Therapy for Treatment of Urinary Incontinence		U215.119.102A
	75/625,522	EROS (Trademark TFU appln)	01/22/1999	U215.605.101
	75/330,384	Trademark DESIGN (stylized letter U)	06/25/1997	U215.608.101

Doc# 189536411

PATENT

RECORDED: 08/26/2004

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