FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) M&G-8740.101US01

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Anthony J. Conway Rochester Medical Corporation Richard D. Fryer, Jr. 1500 Second Avenue NW Stewartville, Minnesota 55976 Additional name(s) of conveying party(ies) attached? Yes No Nature of conveyance: Assignment Merger Security Agreement Change of Name Other: Execution Date: July 28, 2005 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) 11/104,388 Additional numbers attached?

Yes

No 5. Name and address of party to whom correspondence concerning 6. Total number of applications and patents involved: 1 document should be mailed: 7. Total fee (37 CFR 3.41): \$40.00 Name: Karen A. Fitzsimmons Enclosed Address: Merchant & Gould P.C. Authorized to be charged to deposit account P.O. Box 2903 Minneapolis, MN 55402-0903 8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725 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. Karen A. Fitzsimmons August 23, 2005 Name of Person Signing Total number of pages including cover sheet, attachments, and document: 4 Do not detach this portion Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director - U.S. Patent and Trademark Office P.O. Box 1450

Alexandria, VA 22313-1450

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 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.

08/26/2005 ECOOPER 00000011 11104388

01 FC:8021

40.00 DP

PATENT TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, we, Anthony J. Conway, residing at 599 Prospect Street, Chatfield, Minnesota 55923 and Richard D. Fryer, Jr., residing at 8715 Highway 30 S.E., Chatfield, Minnesota 55923, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on April 12, 2005, application Serial No. 11/104,388 which is entitled MALE EXTERNAL CATHETER WITH ABSORBENT.

AND WHEREAS, Rochester Medical Corporation, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 1500 Second Avenue NW, Stewartville, Minnesota 55976 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the

PATENT REEL: 016912 FRAME: 0554 entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this $\frac{28}{}$ day of
July , 2005. Anthony J. Conway
STATE OF Minnesota)
STATE OF Minnesota)) ss. COUNTY OF Olmsted)
On this 28 day of July , 2005, before me personally appeared Anthony
J. Conway to me known and known to me to be the person described in and who executed the foregoing
instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein
set forth.
[SEAL] Notary Public

LONNIE M. BOE
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28 day of
July , 2005.
Richard D. Fryer, Jr.
STATE OF Minnesote) COUNTY OF Olmstell)
COUNTY OF Olmstell) ss.
On this <u>28</u> day of <u>July</u> , 20, before me personally appeared Richard D. Fryer, Jr. to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein
set forth.
[SEAL] Notary Public
LONNIE M. BOE Notary Public-Minnesota My Commission Expires Jan 31, 2010

3

RECORDED: 08/25/2005