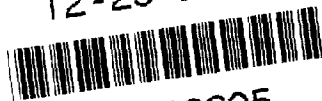


12-29-2005

Docket No. AMS0033/US (AMS-203-US)



COVER SHEET

103146695 ONLY

To: The Honorable
Please record the attached original document(s) or copy thereof.

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

Charles C. Kuyava December 13, 2005
Gary A. Rocheleau December 13, 2005
Greg J. Henkel December 13, 2005

Additional names of conveying 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.

2. Name and address of receiving party(ies):

AMS Research Corporation
10700 Bren Road West
Minnetonka, Minnesota 55317

Additional names of receiving party(ies) attached?
 Yes No

112959 U.S. PTO
11/305672



121605

4. Application number or patent number:

This document is being filed with a new patent application on: December, 2005
 This document is to be recorded against the following patent application: _____, filed _____.
 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:

Michaele A. Hakamaki, #40,011
Customer Number 33072
Phone: (651) 275-9839
Facsimile: (651) 351-2954

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Please charge additional fees or credit overpayments to Kagan Binder deposit account

8. Deposit Account Number: 50-1775

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.

Michaele A. Hakamaki
Printed Name of Attorney/Agent
Registration No. 40,011

Michaele A. Hakamaki
Signature

12/16/05
Date

Pages: Total number of pages including COVER SHEET, attachments and documents: 4

Mail documents to be recorded with required cover sheet information to:
MS Assignment Recordation Services, Director of the US Patent & Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450
or by facsimile to (703) 306-5995

ASSIGNMENT

WHEREAS, we, Charles C. Kuyava, of 7902 Island Road, Eden Prairie, Minnesota 55347, Gary A. Rocheleau, of 9615 Ranchview Lane North, Maple Grove, Minnesota 55369, and Greg J. Henkel, of 8699 Mary Jane Circle, Chanhassen, Minnesota 55317, have invented certain new and useful improvements in IMPLANTABLE PENILE PROSTHESIS PUMP, in which an application was made for Letters Patent of the United States on even date herewith.

WHEREAS, AMS Research Corporation, a Corporation of the State of Minnesota, and having an address of 10700 Bren Road West, Minnetonka, Minnesota, 55343 is desirous of acquiring the entire right, title and interest in and to said invention, said application and in, to and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer unto the said AMS Research Corporation, its successors and assigns, the entire right, title and interest in and to said invention, said application and the Letters Patent, both foreign and domestic, that may or shall issue, including all rights under the International Convention, and we do hereby authorize and request the Commissioner for Patents to issue said Letters Patent to the above-mentioned assignee in accordance herewith.

We further authorize said assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name, if desired, in any and all foreign countries, and additionally to claim the filing date of said United States application and/or otherwise take advantage of the provisions of the International Convention.

We do hereby covenant and agree with the said assignee, its successors and assigns, that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we or our executors or administrators will, at any time upon request, without further or additional consideration, but at the expense of said assignee, its successors and assigns, execute such additional writings and do such additional acts as said assignee, its successors and assigns, may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights, occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

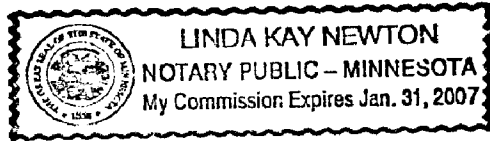
In Witness Whereof, we have hereunto set our hands and affixed our seals on the date(s) written below.

Charles C. Kuyava 12/13/05
Charles C. Kuyava Date

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 13th day of December, 2005, before me personally appeared Charles C. Kuyava, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Linda Kay Newton
Notary Public

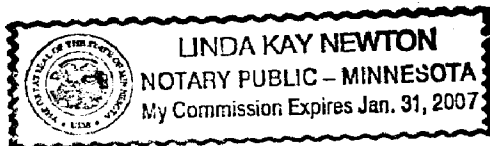


Gary A. Rocheleau 12/13/05
Gary A. Rocheleau Date

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 13th day of December, 2005, before me personally appeared Gary A. Rocheleau, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Linda Kay Newton
Notary Public



Greg J Henkel 12-13-05
Greg J. Henkel Date

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

On this 13th day of December, 2005, before me personally appeared Greg J. Henkel, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Linda Kay Newton
Notary Public

