

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Meditron Devices, Inc.	12/03/1999
RECEIVING PARTY DATA	
Name:	CooperSurgical Acquisition Corp.
Street Address:	6140 Stoneridge Mall Road
Internal Address:	Suite 590
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5078716
Patent Number:	5254121
CORRESPONDENCE DATA	
Fax Number:	(212)732-3232
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-238-8610
Email:	nowak@clm.com
Correspondent Name:	Keith D. Nowak
Address Line 1:	2 Wall Street
Address Line 2:	Carter Ledyard & Milburn LLP
Address Line 4:	NEW YORK, NEW YORK 10005
ATTORNEY DOCKET NUMBER:	COO19.002
NAME OF SUBMITTER:	Keith D. Nowak
Total Attachments: 4 source=MeditronDevicesAssignment#page1.tif	

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 8 th day of December 1999 (the "Closing Date"), by and between Meditron Devices, Inc., a Delaware corporation with its principal office at 100 Hollister Road, Teterboro, New Jersey 07608 ("Assignor"), and CooperSurgical Acquisition Corp., a Delaware corporation with its principal office at 6140 Stoneridge Mall Road, Suite 590, Pleasanton, California 94588 ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of October 1, 1999, as amended, between BEI Medical Systems Company, Inc., a Delaware corporation and Assignee, Assignor is transferring substantially all of its assets, including the Patents (as hereinafter defined) to Assignee;

WHEREAS, Assignor is and hereby represents and warrants that it is the sole and exclusive owner of the entire right, title and interest in, to and under those United States patents identified and set forth on Schedule A hereto (the "Patents"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Patents;

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

1. Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries (if any), including any divisions, reissues, reexaminations, extensions or foreign equivalents thereof or continuations or continuations-in-part that have been filed, 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 and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Closing Date or thereafter, 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. Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any divisions, reissues, reexaminations or extensions thereof or continuations or continuations-in-part that have been filed, and to issue any and all letters patent of the United States thereon 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.

* * * * *

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned duly authorized officers.

MEDITRON DEVICES, INC.

COOPERSURGICAL ACQUISITION
CORP.

By: 

By: _____

Name: Thomas W. Fry

Name: _____

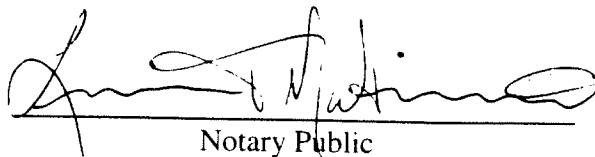
Title: Vice President, Finance & Admin.

Title: _____

STATE OF [New Jersey])
COUNTY OF [Bergen])

On this 3 day of December, 1999, there appeared before me Thomas W. Fry, personally known to me, who acknowledged that he signed the foregoing Assignment as [his/her] voluntary act and deed on behalf and with full authority of Meditron Devices, Inc.

LORRAINE T. MONTEMURRO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 04, 2003


Notary Public

STATE OF [_____])
COUNTY OF [_____])

On this _____ day of _____, 1999, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as [his/her] voluntary act and deed on behalf and with full authority of CooperSurgical Acquisition Corp.

Notary Public

IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by their undersigned duly authorized officers.

MEDITRON DEVICES, INC.

COOPERSURGICAL ACQUISITION
CORP.

By: _____

By: Nicholas J. Pichotta

Name: _____

Name: NICHOLAS J. PICHOTTA

Title: _____

Title: President

STATE OF [CT])
COUNTY OF [Fairfield])

On this 31st day of December, 1999, there appeared before me Nicholas J. Pichotta, personally known to me, who acknowledged that he signed the foregoing Assignment as [his/her] voluntary act and deed on behalf and with full authority of Meditron Devices, Inc.

James A. Pichotta

Notary Public

STATE OF [])
COUNTY OF [])

On this _____ day of _____, 1999, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as [his/her] voluntary act and deed on behalf and with full authority of CooperSurgical Acquisition Corp.

Notary Public

SCHEDULE A

BEI MEDICAL SYSTEMS – MEDITRON DEVICES PATENTS
Intellectual Property

#	Patent Title	Patent #	Date Issued	Inventor(s) <i>Assignee /Owner(s)</i>	Registered Country(ies)
1	Electrosurgical Apparatus for Resecting Abnormal Protruding Growth	5,078,716	1/7/92	Larry Doll <i>Meditron Devices, Inc.</i>	U.S.
2	Method and Device for Removing Concretion within Human Ducts	5,254,121	10/19/93	Bernard Manevitz & George Berci <i>Meditron Devices, Inc.</i>	U.S.

CONFIDENTIAL

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