

Form PTO-1595 (Rev. 11/08)
OMB No. 0651-0027 (exp. 11/30/2008)
Atty Docket No.: 46702-201

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying part(ies):
Innovaquartz Incorporated

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

2. Name and address of receiving party(ies):
Name: Teresanne Griffin
Internal Address: 7224 W. Camino De Oro
Peoria, Arizona 85383 U.S.A.

3. Nature of conveyance/Execution Date(s):

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 7224 W. Camino De Oro
City: Peoria
State: Arizona
Country: U.S.A. ZIP: 85383

Execution date of conveyance: 10-Oct-2007

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):
10/866,626

B. Patent No.(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John D. Titus
Internal Address: THE CAVANAGH LAW FIRM
Street Address: 1850 N. Central Avenue, Ste.2400
City: Phoenix State: AZ Zip: 85004
Phone Number: (602) 322-4074
Fax Number: (602) 322-4101
Email Address: jtitus@cavanaghlaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 1.21(h) & 3.41) \$ 40.00

Enclosed
 Authorized to be charged to deposit account
 Authorized to be charged by credit card
 None required (government interest not affecting title)

8. Payment Information
Deposit account number: 50-2173
(Attach triplicate copy of this page if paying by deposit account)

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.

John D. Titus 39,047 [Signature] Nov. 13, 2008
Name of Person Signing Reg. No. Signature Date

Total number of pages including cover sheet, attachments, and documents 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$40.00 10866626

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into as of October 10, 2007, by and among American Medical Systems Holdings, Inc., a Delaware corporation ("AMS"), Laserscope, a California corporation and indirect subsidiary of AMS ("Laserscope"), InnovaQuartz Incorporated, an Arizona corporation and wholly-owned subsidiary of Laserscope (the "Company" or "InnovaQuartz"), Stephen E. Griffin ("Mr. Griffin"), The Griffin Family Revocable Trust (the "Griffin Trust"), and Brian Barr ("Mr. Barr"). The Griffin Trust and Mr. Barr are sometimes referred to herein individually as a "Shareholder" and collectively as the "Selling Shareholders."

RECITALS

WHEREAS,

REDACTED

WHEREAS

WHEREAS,

REDACTED

WHEREAS

WHEREAS,

REDACTED

NOW, THEREFORE,

AGREEMENT

HUSRFP 0386

PATENT

REEL: 021834 FRAME: 0554

1. Payment of Additional Earnout Amounts.

REDACTED

2. Patent Assignment and License. The Company hereby assigns all of its right, title and interest in U.S. Patent Application, Serial No. 10/866,626, entitled "Capillary Column for Filtering, Separation and Concentration" (the "Patent Application" and together with any foreign counterparts thereof, all divisions, continuations, reissues, reexaminations, substitutions or extensions of any of the foregoing, and any patents that issue from any of the applications, the "Patent Rights") to Teresanne Griffin ("T. Griffin"). Upon execution of this Settlement Agreement, the Company will execute an assignment of the Patent Application in form suitable for filing with the U.S. Patent and Trademark Office. The parties acknowledge that the Patent Application has been inadvertently abandoned. The Company has filed a petition with the U.S. Patent and Trademark Office to revive the Patent Application and will, at its sole cost and expense, take all reasonable action to revive the Patent Application. The parties also agree that Exhibit A to the License Agreement, dated December 8, 2006, among AMS, the Company and Steve Griffin, is hereby amended to remove the Patent Application from such Exhibit A. T. Griffin hereby grants to the Company and its affiliates a non-exclusive, royalty-free, worldwide, perpetual right and license, with the right to grant sublicenses, under the Patent Rights to develop, design, modify, improve, make, have made, use, import, offer to sell, sell, support and maintain Licensed Products (as defined below), and to practice any methods or processes claimed in the Patent Rights. T. Griffin covenants not to sue any direct or indirect distributor, reseller, customer or other user of Licensed Products made or sold by or for the Company or any of its affiliates. The Company hereby acknowledges that, as between T. Griffin and the Company, T. Griffin is the sole and exclusive owner of all right, title, and interest in and to the Patent Rights. Except as set forth herein, the Company shall not have any right, title, or interest in the Patent Rights. For purposes of this Settlement Agreement, the term "Licensed Products" means any product or device, or component thereof, that is developed, designed, modified, improved, manufactured, used, imported, sold or offered for sale by the Company or any of its affiliates which would, in the absence of this Settlement Agreement, infringe one or more claims of the Patent Rights.

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PATENT

REEL: 021834 FRAME: 0555

3. Reliance on Independent Legal Advice. Each of the parties represents and warrants to each other, as of the date hereof:

- (a) That it has received advice from its own, independent legal counsel prior to its execution of this Settlement Agreement;
- (b) That the legal nature and effect of this Settlement Agreement has been explained to it by its counsel;
- (c) That it fully understands the terms and provisions of this Settlement Agreement and the nature and effect hereof;
- (d) That it has not relied and is not relying upon any representation or statement of any person not contained in this Settlement Agreement or on the advice of any counsel other than its own counsel; and
- (e) That it has carefully read this Settlement Agreement, knows the contents hereof, and is executing the same freely and voluntarily.

4. Confirmation of AMS Global Release of Claims. AMS, Laserscope and the Company hereby confirm that the release provided by them in Section 6 of the Termination Agreement remains in full force and effect and such release has been extended to include the period through the date of this Settlement Agreement, provided that such release shall not release any party from a breach of this Settlement Agreement.

5. Confirmation of Selling Shareholders' and Mr. Griffin's Global Release of Claims. The Selling Shareholders and Mr. Griffin hereby confirm that the release provided by them in Section 7 of the Termination Agreement remains in full force and effect and such release has been extended to include the period through the date of this Settlement Agreement, provided that such release shall not release any party from a breach of this Settlement Agreement.

6. Waiver. The parties hereby state that they intend that the releases contained herein be effective as a bar to each and every Claim (as defined in the Termination Agreement) hereinabove released as permitted by law. The parties hereby expressly waive and relinquish all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California which provides:

"Section 1542. [Certain Claims Not Affected By General Release.] A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. Confirmation of Covenant Not to Sue by AMS Releasors. The AMS Releasors (as defined in the Termination Agreement) hereby reconfirm, as of the effective date of this Settlement Agreement, their Covenant Not to Sue set forth in Section 9 of the Termination Agreement.

8. Confirmation of Covenant Not to Sue by Stockholder/Principal Releasors. The Stockholder/Principal Releasors (as defined in the Termination Agreement) hereby reconfirm, as of the effective date of this Settlement Agreement, their Covenant Not to Sue set forth in Section 10 of the Termination Agreement.

9. Governing Law. This Settlement Agreement shall be governed by the laws of the State of

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California (without regard to conflict of law rules that otherwise might apply).

10. Continuing Applicability and Validity of Other Provisions of the Termination Agreement. To the extent that any term or provision of the Termination Agreement was not expressly modified or amended pursuant to, or is not inconsistent with, this Settlement Agreement such term or provision in the Termination Agreement, as amended hereby, shall remain in full force and effect and shall not be deemed modified, amended, waived or terminated by reason of this Settlement Agreement.

11. Each Party to Bear Own Costs and Attorneys' Fees. Each party shall bear its own costs, expenses, and attorneys' fees in connection with the negotiation, preparation, execution and delivery of this Settlement Agreement and the transactions contemplated herein.

12. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument. Facsimile execution and delivery of this Settlement Agreement shall be legal, valid and binding execution and delivery for all purposes.

[Signature Page Follows]

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PATENT

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IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be duly executed on their behalf as of the date first written above.

AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.

INNOVAQUARTZ INCORPORATED

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

LASERSCOPE

By: _____
Name: _____
Its: _____

THE GRIFFIN FAMILY REVOCABLE TRUST

STEPHEN E. GRIFFIN

By: 
Name: Stephen E. Griffin
Title: Trustee


Stephen E. Griffin

By: 
Name: Teresanne Griffin
Title: Trustee

TERESANNE GRIFFIN

The undersigned hereby executes this Settlement Agreement in her individual capacity solely to acknowledge her consent to the patent assignment and licensing matters and other obligations described in Section 2 hereof and for no other purpose.

BRIAN BARR


Brian Barr


Teresanne Griffin

(Signature Page to Settlement Agreement)

ANNEX A

DISTRIBUTION OF CASH CONSIDERATION

Selling Shareholder

Amount

REDACTED

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PATENT

REEL: 021834 FRAME: 0558

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be duly executed on their behalf as of the date first written above.

AMERICAN MEDICAL SYSTEMS HOLDINGS, INC.

INNOVAQUARTZ INCORPORATED

By: [Signature]
Name: John Nealon
Its: SR. VICE PRESIDENT OF BUSINESS DEVELOPMENT

By: [Signature]
Name: MARTIN J. EMEASON
Its: PRESIDENT AND CEO

LASERSCOPE

By: [Signature]
Name: John Nealon
Its: SR. VICE PRESIDENT OF BUSINESS DEVELOPMENT

THE GRIFFIN FAMILY REVOCABLE TRUST

STEPHEN E. GRIFFIN

By: _____
Name: Stephen E. Griffin
Title: Trustee

Stephen E. Griffin

By: _____
Name: Teresanne Griffin
Title: Trustee

TERESANNE GRIFFIN
The undersigned hereby executes this Settlement Agreement in her individual capacity solely to acknowledge her consent to the patent assignment and licensing matters and other obligations described in Section 2 hereof and for no other purpose.

BRIAN BARR

Brian Barr

Teresanne Griffin

(Signature Page to Settlement Agreement)