

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Gerald Mitchell	10/26/2005
<b>RECEIVING PARTY DATA</b>	
Name:	Laserscope
Street Address:	c/o AMS Research Corporation, 10700 Bren Road West
Internal Address:	Patent Department
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55343
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12034756
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ATTORNEY DOCKET NUMBER:	AMS-3152A-US
NAME OF SUBMITTER:	Kimberly K. Baxter
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**PATENT**  
 REEL: 026165 FRAME: 0054

**SOLE TO CORPORATE  
ASSIGNMENT**

WHEREAS, the undersigned,

(1) Gerald Mitchell  
Address: 1687 Dalehurst Avenue  
Los Altos, CA 94024  
United States of America

hereinafter termed "Inventor", has invented certain new and useful improvements in

**HIGH POWER, END PUMPED LASER WITH OFF-PEAK PUMPING**

and has filed an application for a United States patent disclosing and identifying the above invention on \_\_\_\_\_ as Application No. \_\_\_\_\_, OR is filing such an application herewith, and has executed an oath or declaration of inventorship for such application on:

(1) the \_\_\_\_\_ day of \_\_\_\_\_, 2005;

(hereinafter termed "application"); and

WHEREAS, Laserscope, a corporation of the State of California, having a place of business at 3070 Orchard Drive, San Jose, CA 95134 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

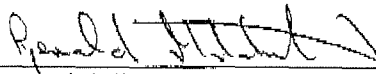
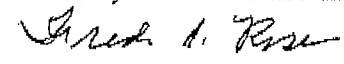
NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, the inventor's respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that said inventor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

	State of California ) ) County of Santa Clara )
Gerald Mitchell	On <u>10/26</u> , 2005, before me, _____ _____, personally appeared Gerald Mitchell, <input type="checkbox"/> personally known to me or <input type="checkbox"/> proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.
<u>10/26/05</u> Date	WITNESS my hand and official seal.  _____ (Notary Public)

