

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gyntech, LLC	05/16/2012
RECEIVING PARTY DATA	
Name:	CooperSurgical, Inc.
Street Address:	95 Corporate Drive
City:	Trumbull
State/Country:	CONNECTICUT
Postal Code:	06611
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13589439
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	19671-0222001
NAME OF SUBMITTER:	Cheryl A. Forrest
Signature:	/Cheryl A. Forrest/
Date:	05/24/2013
Total Attachments: 4 source=GyntechtoCOOPERSURGICAL#page1.tif source=GyntechtoCOOPERSURGICAL#page2.tif source=GyntechtoCOOPERSURGICAL#page3.tif source=GyntechtoCOOPERSURGICAL#page4.tif	

CH \$40.00 13589439

THIS PATENT ASSIGNMENT (the "Assignment") is made as of May 16, 2012, by GYNTECH, LLC, a Maryland limited liability company (the "Assignor"), in favor of CooperSurgical, Inc., a Delaware corporation (the "Assignee").

PREAMBLE

Assignor and Assignee are entering into this Assignment pursuant to the Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date of this Assignment, among Assignee, as purchaser, Assignor, as seller, and Key Technologies, Inc., a Maryland corporation, Key Tech Products, LLC, a Maryland limited liability company, and Vonyoon Enterprises, LLC, a Maryland limited liability company, as guarantors. The Purchase Agreement provides for Assignee's acquisition from Assignor, for \$350,000 in cash, of the "Ally" surgical instrument stabilizer system for holding and repositioning a variety of medical instruments relative to a surgical table during a procedure and certain related assets.

Assignee wishes to acquire and Assignor wishes to assign to Assignee all of Assignor's right, title and interest in and to all inventions and improvements, including but not limited to U.S. and foreign patents and patent applications, that are directed to surgical instrument stabilizer systems for holding and repositioning a variety of medical instruments relative to a surgical table during a procedure, such as the "Ally" medical device (collectively, the "Inventions and Improvements"). The Inventions and Improvements include any interest of the Assignor in the United States patent applications identified in Schedule 1 attached hereto (collectively, the "Ally Applications") and any patents issued thereunder, including any divisionals, reissues, reexaminations, extensions or continuations or continuations-in-part or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom to the extent directed to surgical instrument stabilizer systems for holding and repositioning a variety of medical instruments relative to a surgical table during a procedure. Assignor wishes to execute this Assignment for the purposes of assigning the Inventions and Improvements to Assignee and recording such assignment with the United States Patent and Trademark Office.

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee Assignor's entire right, title and interest in and to the Inventions and Improvements, including the Ally Applications, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Inventions and Improvements, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives.

2. Assignor hereby authorizes and requests the Commissioner of Patents to record Assignee as owner of the Inventions and Improvements and to issue any and all letters patent 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.

3. Assignor and its successors and assigns shall, without further compensation, perform such further acts and sign such documents as Assignee may reasonably request to fully effectuate this assignment.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic counterpart signatures to this Assignment shall be acceptable and binding.

* * *

IN TESTIMONY WHEREOF, Assignor has executed this Assignment on the day and year first above written.

GYNTECH, LLC

By: [Signature]
Name: Brian Lipford
Title: Manager

STATE OF)
COUNTY OF)

On this 16th day of MAY, 2012, there appeared before me Brian Lipford, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf of, and with full authority of, GYNTECH, LLC.

DEBRA D. SNYDER
Notary Public-Maryland
Baltimore County
My Commission Expires
April 22, 2014

[Signature]
Notary Public

SCHEDULE 1

Applications

1) U.S. Patent Application No. 12/584,366	Table-mounted surgical instrument stabilizers with single-handed or voice activated maneuverability.
2) U.S. Provisional Patent Application No. 61/526,903	Table-mounted surgical instrument stabilizers with single-handed or voice activated maneuverability.

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