

03-24-1999



100991823

(1) Name of party conveying interest:

IMAGYN MEDICAL TECHNOLOGIES CALIFORNIA,
INC., formerly known as UROHEALTH
SYSTEMS, INC., formerly known as
DAVSTAR INDUSTRIES, LTD.

(2) Name and address of party receiving interest:

DAVID H. KUNTZ
11810 Bel Terrace
Los Angeles, CA 90049

(3) Description of interest conveyed:

ALL RIGHT, TITLE AND INTEREST IN AND TO
U.S. TRADEMARK REGISTRATION NUMBERS
1,748,082 and 1,957,839 BOTH OF WHICH
RELATE TO THE MARK "DRISTAR"

(4) Trademark registration numbers and Marks against
which document is to be recorded:

1,748,082	"Dristar"
1,957,839	"Dristar"

(5) Name and address of party to whom correspondence
regarding this request should be mailed:

DAVID H. KUNTZ
11810 Bel Terrace
Los Angeles, CA 90049

(6) The number of Trademark Registrations identified in
this cover sheet and the total fee:

Two trademark registrations: \$65.00

(7) The date on which the document was executed:

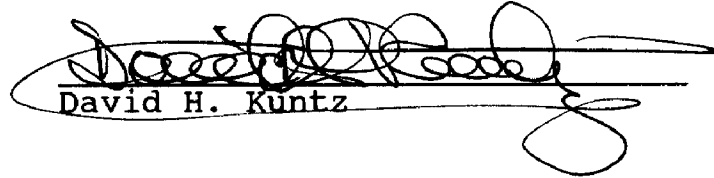
December 9, 1998

MRD 3.15.99

(8) Indication that assignee not domiciled in U.S. has designated domestic representative:

not applicable

I hereby declare that based upon my knowledge and belief, the information on this cover sheet is true and correct, and that the document submitted herewith is a true and correct copy of the original thereof. Executed in Los Angeles, California, on March 4, 1999.


David H. Kuntz

U.S. Trademark Assignment

THIS U.S. TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of December 9, 1998, by Imagyn Medical Technologies California, Inc., ("Assignor") in favor of David H. Kuntz ("Assignee"), with reference to the following:

- A. Assignor is the proprietor of the following issued Trademark registrations and trade names in the United States (hereinafter, the "Trademarks"):

Registration Number	Mark
1,748,082	DRISTAR
1,957,839	DRISTAR

B. Pursuant to a letter agreement dated July 30, 1998 (the "Agreement"), Assignor is transferring certain assets to Assignee, including, without limitation, all right, title and interest in and to the Trademarks, and including all rights with respect thereto and all Federal, State, and foreign registrations of same heretofore granted or applied for, any and all common law rights to Trademarks in the United States, any state thereof, and in foreign countries.

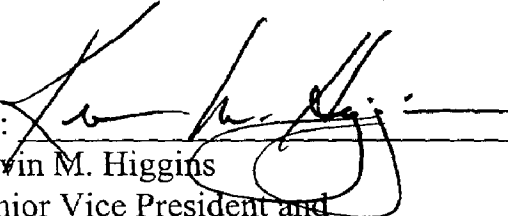
NOW, THEREFORE, based on the above premises and for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, grants, transfers, assigns, conveys and delivers to Assignee, free and clear of any liens, charges, options, adverse claims or security interests to hold the same with rights thereto unto Assignee, his successors and assigns forever to his and their own use, all of Assignor's right, title and interest in and to any and all of the Trademark registrations set forth above, together with the goodwill of the businesses symbolized by the Trademarks, as well as its entire right, title and interest in and to any and all claims and demands it may have either at law or in equity arising out of any past infringements.

Assignor does hereby expressly agree that procedures be taken with the United States Patent and Trademark Office singly by Assignee to record the transfer of the Trademarks to Assignee.

Assignor further assures Assignee that, it shall from time to time execute and deliver any and all further documents and writings and perform such other reasonable actions which may be or become necessary or expedient to effectuate and carry out the Assignment of Trademarks, or to vest, perfect or confirm title to the Trademarks in Assignee.

IN WITNESS WHEREOF, Assignor hereto has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the day and year first written above.

ASSIGNOR
IMAGYN MEDICAL TECHNOLOGIES
CALIFORNIA, INC.

By: 
Kevin M. Higgins
Senior Vice President and
General Counsel

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

On this 9th day of December, 1998, before me, Lora B. Brown, Notary Public, personally appeared Kevin M. Higgins, personally known to me (or 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 executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.


Notary Public

