Form PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office TRADEMARKS ONLY						
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.						
. Name of conveying party(ies):	Name and address of receiving party(ies):					
Timm Medical Technologies, Inc.	Name: SRS Medical Corp.					
Individual(s) Association	Internal Address: 14950 N.E. 95 <sup>th</sup>					
General Partnership Limited Partnership						
Corporation-State Delaware						
Other:	City: Redmond					
A 4485	State: WA Zip: 98052					
Additional name(s) of conveying Yes party(ies) attached?	Individual(s) citizenship: Association:					
3. Nature of Conveyance:	Association: General Partnership:					
x Assignment Merger	I imited Portnership:					
Security Agreement Change of Name	x Corporation-State: Washington					
Other:	Other:					
Execution Date: October 15, 2003	If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from No assignment)					
	Additional name(s) & address(es) attached? Yes x No					
Application Number(s) or Registration Number(s):						
A. Trademark Application No.(s):	B. Trademark Registration No.(s):					
	1,510,016 (UROSCAN) 1,571,728 (C3)					
Additional numbers attached?	Yes X No					
5. Name and address of party to whom correspondence concerning document should be mailed:	Total Number of applications and registrations involved: 2					
Name: Bruce D. Grant	7. Total fee (37 CFR 3.41) \$ 65,00					
MORRISON & FOERSTER LLP	Enclosed					
Internal Address: Atty. Dkt.: 543810000005	X Authorized to be charged to Deposit Account					
Street Address: 3811 Valley Centre Drive, Suite 500	Authorized to be charged to credit card (Form 2038 enclosed)					
	03-1952 referencing 8. Deposit account number: 543810000005					
City: San Diego State: CA Zip: 92130-2332	(Attach duplicate copy of this page if paying by deposit account)					
	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.  Bruce D. Grant  Name of Person Signing  Total number of pages including cover sheet, attachments, and document:  7						
I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, Assignment Services Division, facsimile no. (703) 306-5995, on the date shown below.  Dated:						

TRADEMARK REEL: 002740 FRAME: 0957 This Intellectual Property Assignment is entered into this 15th day of October, 2003 by and between Timm Medical Technologies, Inc., a Delaware corporation ("Assignor"), and SRS Medical Corp., a Washington corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated the date hereof (the "Purchase Agreement") for the sale by Assignor of the Purchased Assets (as defined in Section 1.01 of the Purchase Agreement) (initially capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement);

WHEREAS, the execution and delivery of this Intellectual Property Assignment is a condition precedent to Assignee's obligations under the Purchase Agreement.

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

- 1. Assignor assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor's entire right, title and interest in and to the intellectual property set forth in <u>Schedule A</u> attached hereto and by this reference incorporated herein (the "Intellectual Property").
- 2. The rights, title and interest assigned under <u>Section 1</u> above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's 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.
- 3. From time to time after the date hereof, Assignor will execute and deliver, or cause its affiliates to execute and deliver, to Assignee such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Assignee or its counsel in order to vest in Assignee all right, title and interest of Assignor in and to the Intellectual Property in order to carry out the purpose and intent of this Intellectual Property Assignment.
- 4. This Intellectual Property Assignment, together with the Purchase Agreement and all documents executed in connection with the Purchase Agreement, constitute the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersede and replace any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Notwithstanding any other provisions of this Intellectual Property Assignment to the contrary, nothing contained in this Intellectual Property Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, reduce or in any way affect the provisions, including warranties,

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covenants, agreements, conditions, representations, or in general any of the rights and temedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement nor shall this Intellectual Property Assignment reduce, expand or enlarge any remedies under the Purchase Agreement including without limitation any limits on indemnification specified therein. This Intellectual Property Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

- 5. This Intellectual Property Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California without giving effect to its conflicts-of-laws principles (other than any provisions thereof validating the choice of the laws of the State of California in the governing law).
- 6. This Intellectual Property Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TIMM MEDICAL TECHNOLOGIES, INC., a Delaware corporation

ву:	<u> እህ</u>	11Mr		
Name:	William J	Nydam .	·	 
Title:		· · · · · · · · · · · · · · · · · · ·		 
SRS ME a Washir	DICAL ( ngton cor	CORP., poration	:	
	-	•		
By:			• • •	
Name:			·	
Title:				•

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

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IN WITNESS WHERBOF, the parties have executed this Agreement as of the date first set forth above.

TIMM MEDICAL TECHNOLOGIES, INC., a Delaware corporation

Name:

Title:

SRS MEDICAL CORP., a Washington corporation

Name: Kluin M. Connolly

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

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## SCHEDULE A

## INTELLECTUAL PROPERTY

- A. U.S. Patent No. 5,184,629; Male Urinary Anti-Incontinence Device and Method (Date of Patent: February 9, 1993)
- B. U.S. Patent No. 5,554,092; Apparatus and Method for Testing and Exercising Pelvic Muscles (Date of Patent: September 10, 1996)
- C. U.S. Patent No. 6,068,581; Method and Apparatus for Testing and Exercising Pelvic Muscles (Date of Patent: May 30, 2000)
- D. The following trademarks and the goodwill associated therewith: Browne<sup>TM</sup>, UroScan®, C3®, EasyFlo<sup>TM</sup>, EasyPro<sup>TM</sup>, ProDynamic<sup>TM</sup>, StepFree<sup>TM</sup> and UroBreeze<sup>TM</sup>.

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**RECORDED: 10/31/2003**