

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/02/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mentor Corporation		06/02/2006	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

Name:	Coloplast A/S
Street Address:	Holtedam 1
City:	Humblebaek
State/Country:	DENMARK
Postal Code:	3050
Entity Type:	CORPORATION: DENMARK

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2570366	PROSTASEED

**CORRESPONDENCE DATA**

Fax Number: (805)879-6166  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 805 879 6303  
 Email: usmc@coloplast.com  
 Correspondent Name: Melissa Curran-Moore  
 Address Line 1: 201 Mentor Drive  
 Address Line 2: Legal Dept.  
 Address Line 4: Santa Barbara, CALIFORNIA 93111

ATTORNEY DOCKET NUMBER:	MILLS BIOPHARMACEUTICALS
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**DOMESTIC REPRESENTATIVE**

Name:

OP \$40.00 2570366

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Melissa Curran-Moore
Signature:	/Melissa Curran-Moore/
Date:	11/07/2006

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** is made as of June 2, 2006 (the "**Effective Date**") by and between Mills Biopharmaceuticals, Inc. ("**Assignor**") and Coloplast A/S, a corporation of Denmark, having a place of business at Holtedam 1, 3050 Humlebaek, Copenhagen, Denmark ("**Assignee**").

### **WITNESSETH:**

**WHEREAS**, Mentor Corporation, a Minnesota corporation ("**Mentor**") and Assignee entered into a Purchase Agreement (the "**Purchase Agreement**"), dated as of May 17, 2006, providing for the purchase by Assignee from Mentor of certain assets (the "**Transferred Assets**") of Mentor's urology business (the "**Business**"); and

**WHEREAS**, the trademarks, trademark registrations and trademark applications listed in Attachment A ("**Trademarks**") are included in the Transferred Assets to be transferred by Assignor to Assignee pursuant to the Purchase Agreement and this Trademark Assignment.

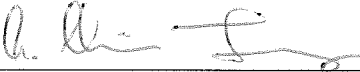
**NOW, THEREFORE**, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date:

1. Assignor hereby irrevocably assigns, transfers and sells, and confirms the assignment, transfer and sale, to Assignee all of Assignor's rights, title and interest in and to the Trademarks throughout the world, together with the goodwill of the Business symbolized by the Trademarks, including the right to pursue and recover past and future damages from third-party infringers of the such Trademarks.
2. In the event that additional assignment documents are required to accomplish or record the assignment to Assignee of the Trademarks in any other country or jurisdiction, Assignor hereby agrees, without further consideration, to execute and deliver such assignments to Assignee.
3. Assignee shall have the right to, and shall be solely responsible for, filing or recording this Trademark Assignment, and any additional assignment documents as provided in Paragraph 2 above, with the United States Patent and Trademark Office and any other equivalent authority anywhere else in the world.
4. This Trademark Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Minnesota and the United States of America without regard to conflicts of laws provisions thereof.

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Trademark Assignment as of the Effective Date

MILLS BIOPHARMACEUTICALS, INC

COLOPLAST A/S

By:   
Signature

By: \_\_\_\_\_  
Signature

A. Chris Fawzy  
Printed Name

Peter Volkers  
Printed Name

Treasurer, Secretary  
Title

Legal Affairs Director  
Title

6/1/2006  
Date

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

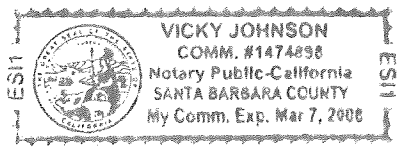
State of California            )  
                                          ) ss:  
County of Santa Barbara     )

On this 1 day of June 2006, before me, the undersigned, personally appeared A. Chris Jawzy personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal.

Vicky Johnson  
Notary Public

My Commission Expires on 7 Mar 2008




IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as of the Effective Date

MILLS BIOPHARMACEUTICALS, INC

COLOPLAST A/S

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature 

A. Chris Fawzy  
Printed Name

Peter Volkers  
Printed Name

Treasurer, Secretary  
Title

Legal Affairs Director  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXHIBIT A

Trademarks

Trademark	Reg. Number	Country	Registration Date	Owner
PROTASEED	2,570,366	US	May 14, 2002	Mills Biopharmaceuticals, Inc.