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12-04-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

FORM PTO 1594  
(Rev. 6-93)



OMB No. 0651-0011 (exp. 4/94)

100912882

attached original documents or copy thereof.

1. Name of conveying party(ies):

Dacomed Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Timm Medical Technologies, Inc.

Internal Address: \_\_\_\_\_

Street Address: 6541 City West Parkway

City: Eden Prairie State: MN ZIP 55344

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 20, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s): 1,275,983; 1,320,535; 1,368,804; 1,375,193; 1,510,016; and 1,571,728

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Devan V. Padmanabhan, Esq.

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A  
(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE 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.

Devan V. Padmanabhan  
Name of person Signing

Devan V. Padmanabhan  
Signature (Reg. No. 38,262)

Nov. 23, 1998  
Date

Total number of pages comprising cover sheet:

OMB No. 0651-0011 (exp. 4/94)

12/04/1998 INGVYEN 00000129 1275983

Do not detach this portion

01 FC:481  
02 FC:482

40.00 DP  
125.00 DP

Documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
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Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**TRADEMARK**  
**REEL: 1821 FRAME: 0772**

**ASSIGNMENT OF TRADEMARKS**  
**(Dacomed)**

WHEREAS, Dacomed Corporation, a Minnesota corporation having its principal place of business at 5 Civic Plaza, Suite 100, Newport Beach, CA 92660 ("Assignor"), has adopted, used and is using the trade names, trademarks, service names, service marks and CE Marks identified on Exhibit A attached hereto (collectively, the "Trademarks");

WHEREAS, Timm Medical Technologies, Inc., a Delaware corporation having its principal place of business at 6541 City West Parkway, Eden Prairie, MN 55344 ("Assignee"), desires to acquire the entire right, title and interest in and to all the Trademarks and any applications and registrations therefor, including the applications and registration identified on the attached Exhibit A; and

WHEREAS, Assignor, Assignee, Imagyn Medical Technologies, Inc. and Osbon Medical Systems, Ltd. entered into an Asset Purchase Agreement dated October 7, 1998 (the "Agreement"), pursuant to which Assignee agreed to acquire, and Assignor agreed to sell, certain assets including the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

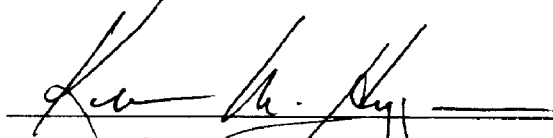
1. Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title and interest in and to the Trademarks, and any applications and registrations therefor, including the applications and registrations identified on Exhibit A, together with that part of the business associated with the use of and symbolized by the Trademarks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment and transfer had not been made. Assignor further sells, assigns, transfers and conveys its entire right, title and interest in and to all causes of action and the right to recover for the past infringement of the Trademarks.

2. Assignor hereby warrants and represents that it has not entered into any assignments, contracts or understandings with third parties in conflict herewith.

3. The terms, covenants and provisions of this assignment are binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor has duly executed this assignment as of the 20<sup>th</sup> day of November, 1998.

DACOMED CORPORATION



By:

Kevin M. Higgins  
Its: v.p. and General Counsel

**Exhibit A**

**United States Registered Trademarks owned by: Dacomed Corporation**

| <u>Mark</u> | <u>Registration No.</u> | <u>Ref.</u> |
|-------------|-------------------------|-------------|
| SNAP-GAUGE  | 1,275,983               | 514         |
| RIGISCAN    | 1,320,535               | 515         |
| OMNIPHASE   | 1,368,804               | 516         |
| URO-CENTER  | 1,375,193               | 517         |
| UROSCAN     | 1,510,016               | 521         |
| C3          | 1,571,728               | 520         |

**Unregistered Trademark owned by: Dacomed Corporation**

Mark  
DURA-II

ScheduleC0828798.IAK

Foreign Trademarks and Applications owned by: Dacomed Corporation

| <u>Mark</u>     | <u>Country</u> | <u>Registration No.</u> | <u>Ref.</u> |
|-----------------|----------------|-------------------------|-------------|
| DURAPHASE       | Canada         | 366,822                 | 526         |
| DURAPHASE       | Italy          | 544,939                 | 546         |
| DURAPHASE       | Japan          | 2,244,731               | 572         |
| SNAP-GAUGE      | Canada         | 304,462                 | 523         |
| SNAP-GAUGE      | Germany        | 1,072,229               | 529         |
| SNAP-GAUGE      | France         | 1,233,464               | 530         |
| SNAP-GAUGE      | Great Britain  | A1,238,295              | 531         |
| SNAP-GAUGE      | Italy          | 498,710                 | 532         |
| SNAP-GAUGE      | Australia      | A426627                 | 565         |
| SNAP-GAUGE      | Japan          | 2,036,427               | 569         |
| RIGISCAN        | Canada         | 311,098                 | 524         |
| RIGISCAN        | Germany        | 1,076,303               | 533         |
| RIGISCAN        | France         | 1,286,296               | 534         |
| RIGISCAN        | Great Britain  | B1,228,139              | 535         |
| RIGISCAN        | Italy          | 498,709                 | 536         |
| RIGISCAN        | Australia      | A416636                 | 566         |
| RIGISCAN        | Japan          | 2,171,516               | 570         |
| OMNIPHASE       | Canada         | 370,188                 | 525         |
| OMNIPHASE       | Germany        | 1,077,171               | 537         |
| OMNIPHASE       | France         | 1,289,869               | 538         |
| OMNIPHASE       | Great Britain  | B230,339                | 539         |
| OMNIPHASE       | Italy          | 498,708                 | 540         |
| OMNIPHASE       | Australia      | A418188                 | 567         |
| UROSCAN         | Canada         | 396,500                 | 528         |
| DACOMED UROSCAN | Germany        | 2,059,263               | 564         |
| UROSCAN         | Japan          | 4,028,238               | 574         |
| C3              | Canada         | 376,895                 | 280         |
| C3              | France         | 1,551,551               | 549         |
| C3              | Italy          | 560,423                 | 561         |

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