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PATENTS
TRADEMARKS
& RELATED MATTERS

SEYMOUR ROTHSTEIN
DAVID L. APPLEGATE
OF COUNSEL

September 8, 2000

Hon. Commissioner of Patents
and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation of Trademark Assignment

Dear Sir:

Please record the attached original Assignment document.

1. The name of the conveying party is: TransAmerica Business Credit Corporation.

2. The name and address of the receiving party is: Lase Medical LLC, 1000 Boone Avenue North, Golden Valley, Minnesota 55427.

3. The conveyance is an Assignment signed by Robert D. Pomeroy, Jr. on March 10, 2000.

4. The Trademark Registrations and Trademark Applications against which the document is to be recorded are:

Registration/Serial No.	Trademark
1,817,394	C CLARUS MEDICAL AND DESIGN
1,860,324	C LOGO
1,826,866	CLARUS
2,049,503	CLARUS CHANNEL
1,775,799	CLARUS MEDICAL
2,312,623	LASE
2,043,471	MURPHYSCOPE
2,037,241	NEUROGEN
2,256,059	PERCSCOPE

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01 FC:481 40.00 OP
02 FC:482 325.00 OP

Registration/Serial No.	Trademark
2,336,647	SITECOUPLER
2,344,039	SITELITE
75/694,802	SHAKANI SEEING STYLET
75/371,345	SITEPROBE
75/694,791	VENTUS

5. All correspondence concerning this document should be mailed to: Olson & Hierl, Ltd., 20 North Wacker Drive, 36th Floor, Chicago, IL 60606. Please return the original document to the attention of Deborah A. Melchi.

6. Eleven Trademark Registrations and three Trademark Applications are involved at a recordal fee of $365.00. [§37 C.F.R. 1.21 (h)].

7. The total fee (37 C.F.R. 3.41) of $365.00 (Check No. 16608) is enclosed.

8. Please credit any overpayment or charge any underpayment to Deposit Account No. 15-0508.

9. To the best of my knowledge and belief, the foregoing information is true and correct and the attached is the original document.

Respectfully submitted,

OLSON & HIERL, LTD.

By Deborah A. Melchi
Deborah A. Melchi
Paralegal

Enclosures

FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement") is entered into as of March 10, 2000, by and between Lase Medical LLC, a Minnesota limited liability company ("Assignee"), and Transamerica Business Credit Corporation, a Delaware corporation, in its capacity as a secured creditor of Clarus Medical Systems, Inc. ("Clarus") conducting a private foreclosure sale of substantially all of the assets of Clarus pursuant to Section 9504 of the applicable Uniform Commercial Code (in such capacity, "Assignor").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of March 10, 2000 (the "Asset Purchase Agreement"; capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee and Assignee has agreed to purchase from Assignor substantially all of the assets (the "Assets") used by Clarus in connection with the conduct of its business;

WHEREAS, the Assets include all Intellectual Property of Clarus (including all goodwill associated therewith) in which Assignor has a security interest, as more specifically described on Exhibit A hereto, as the same shall exist on the date hereof, excluding, however, all copyrights and mask works (the "Assigned Intellectual Property").

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained herein or in the Asset Purchase Agreement, Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, subject to the conditions and limitations below, and Assignee hereby accepts delivery of, all of Clarus's right, title, and interest in, to and under the Assigned Intellectual Property.

EXCEPT AS SET FORTH IN ARTICLE II OF THE ASSET PURCHASE AGREEMENT, ASSIGNEE AGREES THAT THE ASSIGNED INTELLECTUAL PROPERTY IS TRANSFERRED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR REPRESENTATIONS AS TO THE VALIDITY, ENFORCEABILITY, USE OR OWNERSHIP THEREOF OR THE EXISTENCE OR NONEXISTENCE OF, OR EXTENT, VALIDITY OR PRIORITY OF ANY LIENS ON THE ASSIGNED INTELLECTUAL PROPERTY. ASSIGNEE AGREES THAT THE ASSIGNED INTELLECTUAL PROPERTY IS PLACED AT ASSIGNEE'S DISPOSAL IN "AS IS" AND "WHERE IS" CONDITION.

Assignee acknowledges that it has conducted a thorough investigation of the Assigned Intellectual Property and is aware of and relies solely on Assignee's own knowledge of its value. Assignee agrees that Assignor has made no representation, warranty, statement of fact, or expression of opinion to Assignee with regard to the Assigned Intellectual Property and is not

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now and was not heretofore under any duty to do so. Assignee agree that Assignor has made, with respect to the Assigned Intellectual Property, no warranty or affirmation of fact, promise, description, model, or sample of the Assigned Intellectual Property.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first indicated above.

TRANSAMERICA BUSINESS CREDIT CORPORATION

By: _____

Name: Robert D. Pomeroy, Jr.

Title: Executive Vice President

LASE MEDICAL LLC., a Minnesota limited liability company

By: _____

Name: Scott A. Sundet

Title: Member

Acknowledged and consented to:

CLARUS MEDICAL SYSTEMS, INC.

By: _____

Name: Thomas C Borthel

Title: President & CEO

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Exhibit A
to Intellectual Property
Assignment Agreement

The information contained herein was provided by Clarus Medical Systems, Inc. and Transamerica Business Credit Corporation makes no representations or warranty as to the accuracy, completeness or validity of the information and filings contained herein, whether express or implied.

TRADEMARK ESTATE

U.S. and FOREIGN TRADEMARKS

Mark/Country	Class	Status	Reg. No.	Reg. Date	Appln. No.	Appln. Date
C CLARUS MEDICAL AND DESIGN (US)	10	Reg.	1,817,394	18 JAN 1994	74/221,039	13 NOV 1991
C CLARUS MEDICAL STYLIZED (Germany)	10	Reg.	2059001	15 MAY 1992	C4352010WZ	15 MAY 1992
C LOGO (US)	10	Reg.	1,860,324	25 OCT 1994	74,217,048	28 OCT 1991
C STYLIZED (Germany)	10	Reg.	2032552	15 MAY 1992	C4351910WZ	15 MAY 1992
CLARUS (Europe)	9, 10, 40	Reg.	81422	01 FEB 1999	81422	01 APR 1996
CLARUS (US)	10	Reg.	1,826,866	15 MAR 1994	74,017,855	10 JAN 1990
CLARUS CHANNEL (US)	10	Reg.	2,049,503	01 APR 1997	74/574,513	16 SEP 1994
CLARUS MEDICAL (US)	10	Reg.	1,775,799	08 JUN 1993	74/017,041	08 JAN 1990
LASE (US)	10	Reg.	2,312,623	25 JAN 2000	75/373,278	15 OCT 1997
MURPHYSCOPE (US)	10	Reg.	2,043,471	11 MAR 1997	75/082,983	03 APR 1996
NEUROGEN (US)	10	Reg.	2,037,241	11 FEB 1997	75/082,984	03 APR 1996
PERCSCOPE (US)	10	Reg.	2,256,059	22 JUN 1999	75/371,340	10 OCT 1997
SHAKANI SEEING STYLET (US)	10	Pdg.			75/694,802	30 APR 1999
SITECOUPLER (US)	10	Reg.	2,336,647	28 MAR 2000	75/443,133	02 MAR 1998
SITELITE (US)	10	Reg.	2,344,039	18 APR 2000	75/442,943	02 MAR 1998
SITEPROBE (US)	10	Pdg.			75/371,345	10 OCT 1997
VENTUS (US)	10	Pdg.			75/694,791	30 APR 1999

RECORDED: 09/08/2000
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