

09-28-2000



101475719

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

9.19.00

Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
Deutsche Financial Services Corp.
3225 Cumberland Blvd., Suite 700
Atlanta, GA 30339

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-
 Other

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

2. Name and address of receiving party(ies)

Name: CooperSurgical Acquisition Corp.

Internal Address: _____

Street Address: 6140 Stoneridge Mall Road, Suite 590

City: Pleasanton State: CA ZIP: 94588

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

If assignee is not determined in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separated document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Partial Release of Security Interest

Execution Date: 1/31/00

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2205687
2134419

Additional numbers attached? Yes No

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

Name: Carol R. Kaufman, VP Legal Affairs

Internal Address: The Cooper Companies, Inc.

Street Address: 6140 Stoneridge Mall Road, Ste 590

City: Pleasanton State: CA ZIP: 94588

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

09/27/2000 22:00 00000018 2205687

01 FC:441 40.00 OF
02 FC:442 25.00 OF

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.

Patrick Maschio
Name of Person Signing

[Signature]
Signature

9/11/00
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

January 27, 2000

Mr. Tom Mathews
NetOptix Corporation
6401 Congress Avenue, Suite 160
Boca Raton, Florida 33487

Mr. Nicholas J. Pichotta
CooperSurgical Acquisition Corp.
c/o The Cooper Companies, Inc.
6140 Stoneridge Mall Road, Suite 590
Pleasanton, California 94588

Re: Stock and Asset Purchase Agreement, dated as of December 14, 1999, as amended, among The Cooper Companies, Inc., a Delaware corporation, as Guarantor, CooperSurgical Acquisition Corp., a Delaware corporation, as Purchaser, NetOptix Corporation, a Delaware corporation ("NetOptix"), Leisegang Medical, Inc., a Florida corporation ("Leisegang"), Galenica Inc., a company continued under the laws of the Province of New Brunswick, Canada ("Galenica"), and Leisegang Feinmechanik-Optik GmbH, a company organized under the laws of Germany ("Leisegang GmbH") (the "Acquisition Agreement")

Dear Gentlemen:

Reference is hereby made to the Loan and Security Agreement, dated as of September 30, 1999, among NetOptix, certain subsidiaries of NetOptix (together with NetOptix, the "Borrowers"), the lenders party from time to time thereto (the "Lenders"), and Deutsche Financial Services Corporation, as agent for the Lenders (the "Agent") (as amended, modified, supplemented and restated from time to time, the "Agreement"). All capitalized terms used herein that are defined in the Agreement and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement.

This letter confirms that (a) upon the Closing of the sale of the Purchased Assets (as such terms are defined in the Acquisition Agreement), and (b) the receipt by the Agent of the amount set

NetOptix Corporation
Collateral Release Letter
Page 3
January 27, 2000

Acknowledged and Agreed as of
the date first written above:

NETOPTIX CORPORATION

By: Charles E. Ball
Name: CHARLES E. BALL
Title: _____

OPTICAL FILTER CORPORATION

By: Charles E. Ball
Name: CHARLES E. BALL
Title: _____

LEISEGANG MEDICAL, INC.

By: Charles E. Ball
Name: CHARLES E. BALL
Title: _____

FMS HYALIT ASSET MANAGEMENT GMBH

By: _____
Name: _____
Title: _____

051409.05

NetOptix Corporation
Collateral Release Letter
Page 3
January 27, 2000

Acknowledged and Agreed as of
the date first written above:

NETOPTIX CORPORATION

By: _____
Name: _____
Title: _____


OPTICAL FILTER CORPORATION

By: _____
Name: _____
Title: _____

LEISEGANG MEDICAL, INC.

By: _____
Name: _____
Title: _____

FMS HYALIT ASSET MANAGEMENT GMBH

By: 
Name: Ralf Faber
Title: President

0514409.05



EXHIBIT A

[funds flow memoranda]

January 31, 2000

Mr. Greg Fryling
The Cooper Companies, Inc.
CooperSurgical Acquisition Corp.
6140 Stoneridge Mall Road
Suite 590
Pleasanton, CA 94588

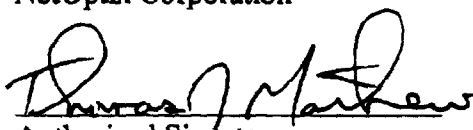
Re: Payment of Purchase Price

Dear Mr. Fryling:

The purchase price payable to NetOptix Corporation ("NetOptix") by The Cooper Companies, Inc. ("Parent") and CooperSurgical Acquisition Corp. (the "Purchaser"), in accordance with the terms and conditions set forth in the Stock and Asset Purchase Agreement by and among Parent, the Purchaser, NetOptix, Leisegang Medical, Inc., Galenica Inc. and Leisegang Feinmechanik-Optik GmbH dated December 14, 1999, as amended, shall be made in accordance with the instructions contained on Exhibit A attached hereto.

Very truly yours,

NetOptix Corporation


Authorized Signatory

Flow-of-Funds

Payor	Payee	Amount	Comments	Wire Transfer Instructions	Ref Ref #
CSAC or affiliate	Deutsche Financial Services Corporation	\$ 9,000,000.00		Bank: SunTrust Bank, N.A. ABA #: 061000104 Acct #: 0801873384 Acct Name: Deutsche Financial Services Corporation Contact: Methoda Palino Comments: Credit Party: NeoOptix Corporation	
CSAC or affiliate	The Chase Manhattan Bank	\$ 1,000,000.00	Escrow Agent	Bank: The Chase Manhattan Bank ABA #: 021-000021 Acct #: 910-2-738829 Acct Name: Escrow Incoming Wire Account Contact: Rola Teeng Comments: The Escrow Fee of \$7,500.00 shall be paid by two certified checks each in an amount equal to \$3,750.00, one of which shall come from CSAC and one of which shall come from Net Optix.	
Total Payments		\$ 10,000,000.00			

Confidential

EXHIBIT B

Bank: SunTrust Bank, N.A.
Credit Party: NetOptix Corporation
ABA #: 061000104
Account #: 8801873384
Final Credit to: Deutsche Financial Services Corporation
Immediately
Telephone Notify: Melinda Paino

EXHIBIT C

[UCC release]

Uniform Commercial Code - FINANCING STATEMENT CHANGE - Form UCC-3

STATE OF NEW HAMPSHIRE

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1. Debtor(s) (Last Name First) and address(es) NetOptix Corporation 6401 Congress Avenue BOCA RATON, FL 33487</p> <p><input type="checkbox"/> Debtor is a Transmitting Utility</p>	<p>2. Secured Party(ies) and address(es) Deutsche Financial Services Corporation, as Agent 3225 Cumberland Boulevard Suite 700 ATLANTA, GA 30339</p>	<p>3. For Filing Officer (Date, Time, Number and Filing Office)</p>
--	--	---

4. This statement refers to original Financing Statement No. CCK-272 filed (date) 10/06/1999 with NH-Keene City

5. This statement is to be filed for record in the Real Estate Records:

6. Name of Record Owner: 7. No. of Additional Sheets Presented: 3

8. A. Continuation The original Financing Statement bearing the above file number is still effective.
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party or record releases the following:
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signatures of Debtor and Secured Party are Required).
 F. Other UCC File Partial Release

See Exhibit A attached hereto.

By _____ Deutsche Financial Services Corporation, as Agent

By Steph D Mc Signatures(s) of Secured Party(ies)

By _____ Signatures(s) of Debtor(s) (only on amendment)

(1) FILING OFFICER COPY - ALPHABETICAL

Uniform Commercial Code - FINANCING STATEMENT CHANGE - Form UCC-3

STATE OF NEW HAMPSHIRE

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1. Debtor(s) (Last Name First) and address(es) NetOptix Corporation 6401 Congress Avenue BOCA RATON, FL 33487</p> <p><input type="checkbox"/> Debtor is a Transmitting Utility</p>	<p>2. Secured Party(ies) and address(es) Deutsche Financial Services Corporation, as Agent 3225 Cumberland Boulevard Suite 700 ATLANTA, GA 30339</p>	<p>3. For Filing Officer (Date, Time, Number and Filing Office)</p>
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 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signatures of Debtor and Secured Party are Required).
 F. Other UCC File Partial Release

See Exhibit A attached hereto.

By _____ Deutsche Financial Services Corporation, as Agent

By Steph D N Signature(s) of Secured Party(ies)

Signature(s) of Debtor(s) (only on amendment)

(2) FILING OFFICER COPY-NUMERICAL

Uniform Commercial Code - FINANCING STATEMENT CHANGE - Form UCC-3

STATE OF NEW HAMPSHIRE

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 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signatures of Debtor and Secured Party are Required).
 F. Other UCC File Partial Release

See Exhibit A attached hereto.

		Deutsche Financial Services Corporation, as Agent	
By _____		By <u><i>[Signature]</i></u>	
	Signature(s) of Debtor(s) (only on amendment)		Signature(s) of Secured Party(ies)

(3) FILING OFFICER COPY-ACKNOWLEDGEMENT

Uniform Commercial Code - FINANCING STATEMENT CHANGE - Form UCC-3

STATE OF NEW HAMPSHIRE

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

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 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signatures of Debtor and Secured Party are Required).
 F. Other UCC File Partial Release

See Exhibit A attached hereto.

Deutsche Financial Services Corporation, as Agent

By _____ Signature(s) of Debtor(s) (only on amendment)

By _____ Signature(s) of Secured Party(ies)

(4) SECURED PARTY COPY

Uniform Commercial Code - FINANCING STATEMENT CHANGE - Form UCC-3

STATE OF NEW HAMPSHIRE

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 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signatures of Debtor and Secured Party are Required).
 F. Other UCC File Partial Release

See Exhibit A attached hereto.

By _____ Deutsche Financial Services Corporation, as Agent

By _____ Signature(s) of Secured Party(ies)

Signature(s) of Debtor(s) (only on amendment)

(5) DEBTOR COPY

EXHIBIT A

All capitalized terms used but not defined herein have the meanings given them in the Stock and Asset Purchase Agreement dated as of December 14, 1999, among The Cooper Companies, Inc., a Delaware corporation ("Parent"), as Guarantor, Coopersurgical Acquisition Corp., a Delaware corporation (the "Purchaser"), NetOptix Corporation, a Delaware corporation ("NetOptix"), Leisegang Medical, Inc., a Florida corporation ("Leisegang" or the "Company"), Galenica Inc., a company continued under the laws of the Province of New Brunswick, Canada ("Galenica"), and Leisegang Feinmechanik-Optik GmbH, a company organized under the laws of Germany ("Leisegang GmbH"), as amended (the "Purchase Agreement")

All of the Asset Sellers' right, title and interest in, to and under the assets, properties, interests in properties and rights of the Asset Sellers relating to the Business of every kind and description, whether real, personal or mixed, tangible or intangible (other than the Excluded Assets), wherever located, as the same shall exist immediately prior to the Closing, including the following:

(i) the products listed on Schedule 1.1(a)(i) of the Purchase Agreement (the "Products");

(ii) all manufacturing, production, maintenance, packaging and/or testing machinery and equipment, tools, dies, molds, jigs, patterns, gauges (together with all spare and maintenance parts) used in or relating to the Products and the Business which (i) are located on, or normally located on but temporarily removed from or in transit to the facilities of the Business at the following locations: the facility of NetOptix in Sturbridge, Massachusetts (the "Massachusetts Facility"), the facility of Galenica in St.-Luboire, Quebec, Canada (the "Canadian Manufacturing Facility"), the facility of Galenica in Mirabel, Quebec, Canada (the "Canadian Office Facility") and the facility of Leisegang in Boca Raton, Florida (the "Florida Facility") (collectively, with Leisegang GmbH's facility in Berlin, Germany (the "Berlin Facility"), the "Facilities") or (ii) are owned by the Asset Sellers and have been furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of the Products;

(iii) all inventory, raw materials, components, work-in-progress, finished products, packaging materials and stores and supplies existing as of the Closing relating to the Products and the Business including any of the foregoing (i) located on, or normally located on but temporarily removed from, or in transit to, the Facilities or (ii) furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of any Product, (iii) which are in transit to customers and (iv) the items of inventory of NetOptix (the "NetOptix Inventory") listed on Schedule 1.1(a)(iii) of the Purchase Agreement;

(iv) the office furniture and equipment (consisting of desks, chairs, tables, bookcases, partitions and cubicle spaces, personal computers, printers and other equipment) which are located on the Non-Subleased Premises and which are connected with the employees of Leisegang hired at the Closing by the Purchasers, and all other

items of tangible personal property listed on **Schedule 1.1(a)(iv)** of the Purchase Agreement;

(v) all accounts and notes receivable of the Business;

(vi) all intellectual property relating to the Products and the Business including know-how, proprietary processes and information, computer software and the Intellectual Property Rights identified on **Schedule 1.1(a)(vi)** of the Purchase Agreement, including the name "Leisegang" and the other names listed on such schedule, and the goodwill connected with such names, the Products and the Business and all software and other Intellectual Property Rights used in connection therewith;

(vii) all prepaid expenses, advances and deposits (other than prepaid insurance premiums) relating to the Products and the Business;

(viii) the books, records and files (including computer files and electronic media), correspondence, supplier and customer records and information, blue prints, drawings and other technical papers and specifications, records and files concerning the Products, including those related to the FDA and other Governmental Entities, product research and test data, quality control records, service manuals, service bulletins, training materials, product bulletins, product information booklets, business plans, inventory records, appraisals, maintenance and asset history and depreciation records, accounting records, ledgers and books of original entry that primarily relate to the Business, sales, customer, vendor and purchase history of the Business for the last four years in computer and other formats, all technical manuals and other documents necessary to the use of the Purchased Assets including Intellectual Property Rights, the production of the Products by the Sellers and the conduct of the Business by the Sellers;

(ix) all contracts, licenses, commitments, personal property leases, purchase orders, sales orders and other agreements relating to the Business (i) which are identified on **Schedule 1.1(a)(ix)** of the Purchase Agreement, (ii) which are purchase and sales orders entered into in the ordinary course of business of the Business consistent with past practice from the date of this Agreement to the Closing Date and (iii) which are contracts, licenses, commitments, personal property leases and other agreements relating to the Business which have been disclosed by the Asset Sellers in writing to the Purchaser and which the Purchaser, in its discretion, consents on or prior to the Closing Date to include in the Purchased Assets;

(x) warranties and guarantees from vendors, suppliers and manufacturers of the Purchased Assets and all rights, choses in action and claims, known or unknown, matured or unmatured, accrued or contingent, against third parties (including all warranty, indemnity and other contractual claims, whether express, implied or otherwise), to the extent relating to any Purchased Asset or any Assumed Liability (and any such right, chose in action or claim to the extent relating to an Excluded Asset or an Excluded Liability shall remain with the Asset Sellers);

(xi) all rights (including experience ratings) with respect to unemployment, workers' compensation and other similar insurance reserves, if applicable, of Galenica;

(xii) all transferable federal, state, local and foreign governmental Permits, authorizations and approvals relating to the Products and the Business, except those related to the Massachusetts Facility and those certain portions of the Florida Facility which are not at Closing being subleased by the Purchaser;

(xiii) all purchase orders, forms, labels, shipping materials, catalogs, brochures, art works, photographs and advertising, sales and promotional materials relating to the Business;

(xiv) all telephone, telex and facsimile numbers and all listings of the Business in all telephone books and directories;

(xv) all interests in websites associated with the Business and software and licenses connected therewith;

(xvi) the real property which is part of the Canadian Manufacturing Facility, together with all appurtenances to such real property and all of the Seller's interest in all of the structures, fixtures and improvements located thereon;

(xvii) the lease for the Canadian Office Facility;

(xviii) all other goodwill associated with the Business; and

(xix) all other assets of any nature whatsoever used by the Asset Sellers in the operation of the Business or relating to the Purchased Assets, other than the Excluded Assets.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

NEW HAMPSHIRE
SECRETARY OF STATE

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". One copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, et be on any size paper that is convenient for the secured party.
5. At the time of filing, filing officer will return third copy as an acknowledgement.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) NetOptix Corporation 6401 Congress Avenue Boca Raton, FL 33487	2 Secured Party(ies) and address(es) Deutsche Financial Services Corporation, as Agent 3225 Cumberland Blvd., Suite 700 Atlanta, GA 30339	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

This statement refers to original Financing Statement No. 807276 Dated October 5 1999

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: _____ (Such as "amendment")
---	---	--	--

E. TERMINATION

The Secured Party of record no longer claims a security interest under the Financing Statement

SEE EXHIBIT A ATTACHED HERETO.

Filed with the New Hampshire Secretary of State.

(Signature of Debtor, if required) (Debtor)
Dated: _____, 19____

Deutsche Financial Services Corporation, as Agent
By: Steph D M
(Signature of Secured Party)

FILING OFFICER COPY—ALPHABETICAL

EXHIBIT A

All capitalized terms used but not defined herein have the meanings given them in the Stock and Asset Purchase Agreement dated as of December 14, 1999, among The Cooper Companies, Inc., a Delaware corporation ("Parent"), as Guarantor, Coopersurgical Acquisition Corp., a Delaware corporation (the "Purchaser"), NetOptix Corporation, a Delaware corporation ("NetOptix"), Leisegang Medical, Inc., a Florida corporation ("Leisegang" or the "Company"), Galenica Inc., a company continued under the laws of the Province of New Brunswick, Canada ("Galenica"), and Leisegang Feinmechanik-Optik GmbH, a company organized under the laws of Germany ("Leisegang GmbH"), as amended (the "Purchase Agreement")

All of the Asset Sellers' right, title and interest in, to and under the assets, properties, interests in properties and rights of the Asset Sellers relating to the Business of every kind and description, whether real, personal or mixed, tangible or intangible (other than the Excluded Assets), wherever located, as the same shall exist immediately prior to the Closing, including the following:

(i) the products listed on Schedule 1.1(a)(i) of the Purchase Agreement (the "Products");

(ii) all manufacturing, production, maintenance, packaging and/or testing machinery and equipment, tools, dies, molds, jigs, patterns, gauges (together with all spare and maintenance parts) used in or relating to the Products and the Business which (i) are located on, or normally located on but temporarily removed from or in transit to the facilities of the Business at the following locations: the facility of NetOptix in Sturbridge, Massachusetts (the "Massachusetts Facility"), the facility of Galenica in St.-Luboire, Quebec, Canada (the "Canadian Manufacturing Facility"), the facility of Galenica in Mirabel, Quebec, Canada (the "Canadian Office Facility") and the facility of Leisegang in Boca Raton, Florida (the "Florida Facility") (collectively, with Leisegang GmbH's facility in Berlin, Germany (the "Berlin Facility"), the "Facilities") or (ii) are owned by the Asset Sellers and have been furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of the Products;

(iii) all inventory, raw materials, components, work-in-progress, finished products, packaging materials and stores and supplies existing as of the Closing relating to the Products and the Business including any of the foregoing (i) located on, or normally located on but temporarily removed from, or in transit to, the Facilities or (ii) furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of any Product, (iii) which are in transit to customers and (iv) the items of inventory of NetOptix (the "NetOptix Inventory") listed on Schedule 1.1(a)(iii) of the Purchase Agreement;

(iv) the office furniture and equipment (consisting of desks, chairs, tables, bookcases, partitions and cubicle spaces, personal computers, printers and other equipment) which are located on the Non-Subleased Premises and which are connected with the employees of Leisegang hired at the Closing by the Purchasers, and all other

items of tangible personal property listed on **Schedule 1.1(a)(iv)** of the Purchase Agreement;

(v) all accounts and notes receivable of the Business;

(vi) all intellectual property relating to the Products and the Business including know-how, proprietary processes and information, computer software and the Intellectual Property Rights identified on **Schedule 1.1(a)(vi)** of the Purchase Agreement, including the name "Leisegang" and the other names listed on such schedule, and the goodwill connected with such names, the Products and the Business and all software and other Intellectual Property Rights used in connection therewith;

(vii) all prepaid expenses, advances and deposits (other than prepaid insurance premiums) relating to the Products and the Business;

(viii) the books, records and files (including computer files and electronic media), correspondence, supplier and customer records and information, blue prints, drawings and other technical papers and specifications, records and files concerning the Products, including those related to the FDA and other Governmental Entities, product research and test data, quality control records, service manuals, service bulletins, training materials, product bulletins, product information booklets, business plans, inventory records, appraisals, maintenance and asset history and depreciation records, accounting records, ledgers and books of original entry that primarily relate to the Business, sales, customer, vendor and purchase history of the Business for the last four years in computer and other formats, all technical manuals and other documents necessary to the use of the Purchased Assets including Intellectual Property Rights, the production of the Products by the Sellers and the conduct of the Business by the Sellers;

(ix) all contracts, licenses, commitments, personal property leases, purchase orders, sales orders and other agreements relating to the Business (i) which are identified on **Schedule 1.1(a)(ix)** of the Purchase Agreement, (ii) which are purchase and sales orders entered into in the ordinary course of business of the Business consistent with past practice from the date of this Agreement to the Closing Date and (iii) which are contracts, licenses, commitments, personal property leases and other agreements relating to the Business which have been disclosed by the Asset Sellers in writing to the Purchaser and which the Purchaser, in its discretion, consents on or prior to the Closing Date to include in the Purchased Assets;

(x) warranties and guarantees from vendors, suppliers and manufacturers of the Purchased Assets and all rights, choses in action and claims, known or unknown, matured or unmatured, accrued or contingent, against third parties (including all warranty, indemnity and other contractual claims, whether express, implied or otherwise), to the extent relating to any Purchased Asset or any Assumed Liability (and any such right, chose in action or claim to the extent relating to an Excluded Asset or an Excluded Liability shall remain with the Asset Sellers);

(xi) all rights (including experience ratings) with respect to unemployment, workers' compensation and other similar insurance reserves, if applicable, of Galenica;

(xii) all transferable federal, state, local and foreign governmental Permits, authorizations and approvals relating to the Products and the Business, except those related to the Massachusetts Facility and those certain portions of the Florida Facility which are not at Closing being subleased by the Purchaser;

(xiii) all purchase orders, forms, labels, shipping materials, catalogs, brochures, art works, photographs and advertising, sales and promotional materials relating to the Business;

(xiv) all telephone, telex and facsimile numbers and all listings of the Business in all telephone books and directories;

(xv) all interests in websites associated with the Business and software and licenses connected therewith;

(xvi) the real property which is part of the Canadian Manufacturing Facility, together with all appurtenances to such real property and all of the Seller's interest in all of the structures, fixtures and improvements located thereon;

(xvii) the lease for the Canadian Office Facility;

(xviii) all other goodwill associated with the Business; and

(xix) all other assets of any nature whatsoever used by the Asset Sellers in the operation of the Business or relating to the Purchased Assets, other than the Excluded Assets.

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
3. Enclose filing fee.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Onl one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. ma be on any size paper that is convenient for the secured party.
5. At the time of filing, filing officer will return third copy as an acknowledgement.

MASSACHUSETTS

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) NetOptix Corporation 6401 Congress Avenue Boca Raton, FL 33487	2 Secured Party(ies) and address(es) Deutsche Financial Services Corporation, as Agent 3225 Cumberland Blvd., Suite 700 Atlanta, GA 30339	For Filing Officer (Date, Time, Number, and Filing Office)
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This statement refers to original Financing Statement No. 99664812 Dated October 5, 19 99

A. Continuation <input type="checkbox"/> <small>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</small>	B. Partial Release <input checked="" type="checkbox"/> <small>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</small>	C. Assignment <input type="checkbox"/> <small>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:</small>	D. Other: <input type="checkbox"/> <small>(Such as "amendment")</small>
--	--	---	--

E. TERMINATION
The Secured Party of record no longer claims a security interest under the Financing Statement

SEE EXHIBIT A ATTACHED HERETO.

Filed with the Massachusetts Secretary of State.

Deutsche Financial Services Corporation, as Agent

(Signature of Debtor, if required) (Debtor)

Dated: _____, 19 _____

By: Steph D MA
(Signature of Secured Party)

FILING OFFICER COPY — ALPHABETICAL

EXHIBIT A

All capitalized terms used but not defined herein have the meanings given them in the Stock and Asset Purchase Agreement dated as of December 14, 1999, among The Cooper Companies, Inc., a Delaware corporation ("Parent"), as Guarantor, Coopersurgical Acquisition Corp., a Delaware corporation (the "Purchaser"), NetOptix Corporation, a Delaware corporation ("NetOptix"), Leisegang Medical, Inc., a Florida corporation ("Leisegang" or the "Company"), Galenica Inc., a company continued under the laws of the Province of New Brunswick, Canada ("Galenica"), and Leisegang Feinmechanik-Optik GmbH, a company organized under the laws of Germany ("Leisegang GmbH"), as amended (the "Purchase Agreement")

All of the Asset Sellers' right, title and interest in, to and under the assets, properties, interests in properties and rights of the Asset Sellers relating to the Business of every kind and description, whether real, personal or mixed, tangible or intangible (other than the Excluded Assets), wherever located, as the same shall exist immediately prior to the Closing, including the following:

(i) the products listed on Schedule 1.1(a)(i) of the Purchase Agreement (the "Products");

(ii) all manufacturing, production, maintenance, packaging and/or testing machinery and equipment, tools, dies, molds, jigs, patterns, gauges (together with all spare and maintenance parts) used in or relating to the Products and the Business which (i) are located on, or normally located on but temporarily removed from or in transit to the facilities of the Business at the following locations: the facility of NetOptix in Sturbridge, Massachusetts (the "Massachusetts Facility"), the facility of Galenica in St.-Luboire, Quebec, Canada (the "Canadian Manufacturing Facility"), the facility of Galenica in Mirabel, Quebec, Canada (the "Canadian Office Facility") and the facility of Leisegang in Boca Raton, Florida (the "Florida Facility") (collectively, with Leisegang GmbH's facility in Berlin, Germany (the "Berlin Facility"), the "Facilities") or (ii) are owned by the Asset Sellers and have been furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of the Products;

(iii) all inventory, raw materials, components, work-in-progress, finished products, packaging materials and stores and supplies existing as of the Closing relating to the Products and the Business including any of the foregoing (i) located on, or normally located on but temporarily removed from, or in transit to, the Facilities or (ii) furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of any Product, (iii) which are in transit to customers and (iv) the items of inventory of NetOptix (the "NetOptix Inventory") listed on Schedule 1.1(a)(iii) of the Purchase Agreement;

(iv) the office furniture and equipment (consisting of desks, chairs, tables, bookcases, partitions and cubicle spaces, personal computers, printers and other equipment) which are located on the Non-Subleased Premises and which are connected with the employees of Leisegang hired at the Closing by the Purchasers, and all other

items of tangible personal property listed on Schedule 1.1(a)(iv) of the Purchase Agreement;

(v) all accounts and notes receivable of the Business;

(vi) all intellectual property relating to the Products and the Business including know-how, proprietary processes and information, computer software and the Intellectual Property Rights identified on Schedule 1.1(a)(vi) of the Purchase Agreement, including the name "Leisegang" and the other names listed on such schedule, and the goodwill connected with such names, the Products and the Business and all software and other Intellectual Property Rights used in connection therewith;

(vii) all prepaid expenses, advances and deposits (other than prepaid insurance premiums) relating to the Products and the Business;

(viii) the books, records and files (including computer files and electronic media), correspondence, supplier and customer records and information, blue prints, drawings and other technical papers and specifications, records and files concerning the Products, including those related to the FDA and other Governmental Entities, product research and test data, quality control records, service manuals, service bulletins, training materials, product bulletins, product information booklets, business plans, inventory records, appraisals, maintenance and asset history and depreciation records, accounting records, ledgers and books of original entry that primarily relate to the Business, sales, customer, vendor and purchase history of the Business for the last four years in computer and other formats, all technical manuals and other documents necessary to the use of the Purchased Assets including Intellectual Property Rights, the production of the Products by the Sellers and the conduct of the Business by the Sellers;

(ix) all contracts, licenses, commitments, personal property leases, purchase orders, sales orders and other agreements relating to the Business (i) which are identified on Schedule 1.1(a)(ix) of the Purchase Agreement, (ii) which are purchase and sales orders entered into in the ordinary course of business of the Business consistent with past practice from the date of this Agreement to the Closing Date and (iii) which are contracts, licenses, commitments, personal property leases and other agreements relating to the Business which have been disclosed by the Asset Sellers in writing to the Purchaser and which the Purchaser, in its discretion, consents on or prior to the Closing Date to include in the Purchased Assets;

(x) warranties and guarantees from vendors, suppliers and manufacturers of the Purchased Assets and all rights, choses in action and claims, known or unknown, matured or unmatured, accrued or contingent, against third parties (including all warranty, indemnity and other contractual claims, whether express, implied or otherwise), to the extent relating to any Purchased Asset or any Assumed Liability (and any such right, chose in action or claim to the extent relating to an Excluded Asset or an Excluded Liability shall remain with the Asset Sellers);

(xi) all rights (including experience ratings) with respect to unemployment, workers' compensation and other similar insurance reserves, if applicable, of Galenica;

(xii) all transferable federal, state, local and foreign governmental Permits, authorizations and approvals relating to the Products and the Business, except those related to the Massachusetts Facility and those certain portions of the Florida Facility which are not at Closing being subleased by the Purchaser;

(xiii) all purchase orders, forms, labels, shipping materials, catalogs, brochures, art works, photographs and advertising, sales and promotional materials relating to the Business;

(xiv) all telephone, telex and facsimile numbers and all listings of the Business in all telephone books and directories;

(xv) all interests in websites associated with the Business and software and licenses connected therewith;

(xvi) the real property which is part of the Canadian Manufacturing Facility, together with all appurtenances to such real property and all of the Seller's interest in all of the structures, fixtures and improvements located thereon;

(xvii) the lease for the Canadian Office Facility;

(xviii) all other goodwill associated with the Business; and

(xix) all other assets of any nature whatsoever used by the Asset Sellers in the operation of the Business or relating to the Purchased Assets, other than the Excluded Assets.

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

INSTRUCTIONS

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
- Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". On one copy of such additional sheets need be presented to the filing officer with a set of three copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper that is convenient for the secured party.
- At the time of filing, filing officer will return third copy as an acknowledgement.

MASSACHUSETTS

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) NetOptix Corporation 6401 Congress Avenue Boca Raton, FL 33487	2 Secured Party(ies) and address(es) Deutsche Financial Services Corporation, as Agent 3225 Cumberland Blvd., Suite 700 Atlanta, GA 30339	For Filing Officer (Date, Time, Number, and Filing Office)
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This statement refers to original Financing Statement No. 508 Dated October 5, 1999

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: <input type="checkbox"/> (Such as "amendment")
---	---	--	---

E. TERMINATION
The Secured Party of record no longer claims a security interest under the Financing Statement

SEE EXHIBIT A ATTACHED HERETO.

Filed with the Natick Town Clerk.

(Signature of Debtor, if required) (Debtor)

Dated: _____, 19____

Deutsche Financial Services Corporation, as Agent

By: Steph D. [Signature]
(Signature of Secured Party)

FILING OFFICER COPY—ALPHABETICAL

EXHIBIT A

All capitalized terms used but not defined herein have the meanings given them in the Stock and Asset Purchase Agreement dated as of December 14, 1999, among The Cooper Companies, Inc., a Delaware corporation ("Parent"), as Guarantor, Coopersurgical Acquisition Corp., a Delaware corporation (the "Purchaser"), NetOptix Corporation, a Delaware corporation ("NetOptix"), Leisegang Medical, Inc., a Florida corporation ("Leisegang" or the "Company"), Galenica Inc., a company continued under the laws of the Province of New Brunswick, Canada ("Galenica"), and Leisegang Feinmechanik-Optik GmbH, a company organized under the laws of Germany ("Leisegang GmbH"), as amended (the "Purchase Agreement")

All of the Asset Sellers' right, title and interest in, to and under the assets, properties, interests in properties and rights of the Asset Sellers relating to the Business of every kind and description, whether real, personal or mixed, tangible or intangible (other than the Excluded Assets), wherever located, as the same shall exist immediately prior to the Closing, including the following:

(i) the products listed on Schedule 1.1(a)(i) of the Purchase Agreement (the "Products");

(ii) all manufacturing, production, maintenance, packaging and/or testing machinery and equipment, tools, dies, molds, jigs, patterns, gauges (together with all spare and maintenance parts) used in or relating to the Products and the Business which (i) are located on, or normally located on but temporarily removed from or in transit to the facilities of the Business at the following locations: the facility of NetOptix in Sturbridge, Massachusetts (the "Massachusetts Facility"), the facility of Galenica in St.-Luboire, Quebec, Canada (the "Canadian Manufacturing Facility"), the facility of Galenica in Mirabel, Quebec, Canada (the "Canadian Office Facility") and the facility of Leisegang in Boca Raton, Florida (the "Florida Facility") (collectively, with Leisegang GmbH's facility in Berlin, Germany (the "Berlin Facility"), the "Facilities") or (ii) are owned by the Asset Sellers and have been furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of the Products;

(iii) all inventory, raw materials, components, work-in-progress, finished products, packaging materials and stores and supplies existing as of the Closing relating to the Products and the Business including any of the foregoing (i) located on, or normally located on but temporarily removed from, or in transit to, the Facilities or (ii) furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of any Product, (iii) which are in transit to customers and (iv) the items of inventory of NetOptix (the "NetOptix Inventory") listed on Schedule 1.1(a)(iii) of the Purchase Agreement;

(iv) the office furniture and equipment (consisting of desks, chairs, tables, bookcases, partitions and cubicle spaces, personal computers, printers and other equipment) which are located on the Non-Subleased Premises and which are connected with the employees of Leisegang hired at the Closing by the Purchasers, and all other

items of tangible personal property listed on Schedule 1.1(a)(iv) of the Purchase Agreement;

(v) all accounts and notes receivable of the Business;

(vi) all intellectual property relating to the Products and the Business including know-how, proprietary processes and information, computer software and the Intellectual Property Rights identified on Schedule 1.1(a)(vi) of the Purchase Agreement, including the name "Leisegang" and the other names listed on such schedule, and the goodwill connected with such names, the Products and the Business and all software and other Intellectual Property Rights used in connection therewith;

(vii) all prepaid expenses, advances and deposits (other than prepaid insurance premiums) relating to the Products and the Business;

(viii) the books, records and files (including computer files and electronic media), correspondence, supplier and customer records and information, blue prints, drawings and other technical papers and specifications, records and files concerning the Products, including those related to the FDA and other Governmental Entities, product research and test data, quality control records, service manuals, service bulletins, training materials, product bulletins, product information booklets, business plans, inventory records, appraisals, maintenance and asset history and depreciation records, accounting records, ledgers and books of original entry that primarily relate to the Business, sales, customer, vendor and purchase history of the Business for the last four years in computer and other formats, all technical manuals and other documents necessary to the use of the Purchased Assets including Intellectual Property Rights, the production of the Products by the Sellers and the conduct of the Business by the Sellers;

(ix) all contracts, licenses, commitments, personal property leases, purchase orders, sales orders and other agreements relating to the Business (i) which are identified on Schedule 1.1(a)(ix) of the Purchase Agreement, (ii) which are purchase and sales orders entered into in the ordinary course of business of the Business consistent with past practice from the date of this Agreement to the Closing Date and (iii) which are contracts, licenses, commitments, personal property leases and other agreements relating to the Business which have been disclosed by the Asset Sellers in writing to the Purchaser and which the Purchaser, in its discretion, consents on or prior to the Closing Date to include in the Purchased Assets;

(x) warranties and guarantees from vendors, suppliers and manufacturers of the Purchased Assets and all rights, choses in action and claims, known or unknown, matured or unmatured, accrued or contingent, against third parties (including all warranty, indemnity and other contractual claims, whether express, implied or otherwise), to the extent relating to any Purchased Asset or any Assumed Liability (and any such right, chose in action or claim to the extent relating to an Excluded Asset or an Excluded Liability shall remain with the Asset Sellers);

- (xi) all rights (including experience ratings) with respect to unemployment, workers' compensation and other similar insurance reserves, if applicable, of Galenica;
- (xii) all transferable federal, state, local and foreign governmental Permits, authorizations and approvals relating to the Products and the Business, except those related to the Massachusetts Facility and those certain portions of the Florida Facility which are not at Closing being subleased by the Purchaser;
- (xiii) all purchase orders, forms, labels, shipping materials, catalogs, brochures, art works, photographs and advertising, sales and promotional materials relating to the Business;
- (xiv) all telephone, telex and facsimile numbers and all listings of the Business in all telephone books and directories;
- (xv) all interests in websites associated with the Business and software and licenses connected therewith;
- (xvi) the real property which is part of the Canadian Manufacturing Facility, together with all appurtenances to such real property and all of the Seller's interest in all of the structures, fixtures and improvements located thereon;
- (xvii) the lease for the Canadian Office Facility;
- (xviii) all other goodwill associated with the Business; and
- (xix) all other assets of any nature whatsoever used by the Asset Sellers in the operation of the Business or relating to the Purchased Assets, other than the Excluded Assets.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

INSTRUCTIONS

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer.
- Enclose filing fee.
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- At the time of filing, filing officer will return third copy as an acknowledgement.

MASSACHUSETTS

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) NetOptix Corporation 6401 Congress Avenue Boca Raton, FL 33487	2 Secured Party(ies) and address(es) Deutsche Financial Services Corporation, as Agent 3225 Cumberland Blvd., Suite 700 Atlanta, GA 30339	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
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This statement refers to original Financing Statement No. 99142 Dated October 5, 1999

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Other: <input type="checkbox"/> (Such as "amendment")
SEE EXHIBIT A ATTACHED HERETO. Filed with the Sturbridge Town Clerk.			E. TERMINATION <input type="checkbox"/> The Secured Party of record no longer claims a security interest under the Financing Statement

Deutsche Financial Services Corporation, as Agent

(Signature of Debtor, if required) (Debtor)
Dated: _____, 19__

By: Steph D. M.A.
(Signature of Secured Party)

FILING OFFICER COPY—ALPHABETICAL

EXHIBIT A

All capitalized terms used but not defined herein have the meanings given them in the Stock and Asset Purchase Agreement dated as of December 14, 1999, among The Cooper Companies, Inc., a Delaware corporation ("Parent"), as Guarantor, Coopersurgical Acquisition Corp., a Delaware corporation (the "Purchaser"), NetOptix Corporation, a Delaware corporation ("NetOptix"), Leisegang Medical, Inc., a Florida corporation ("Leisegang" or the "Company"), Galenica Inc., a company continued under the laws of the Province of New Brunswick, Canada ("Galenica"), and Leisegang Feinmechanik-Optik GmbH, a company organized under the laws of Germany ("Leisegang GmbH"), as amended (the "Purchase Agreement")

All of the Asset Sellers' right, title and interest in, to and under the assets, properties, interests in properties and rights of the Asset Sellers relating to the Business of every kind and description, whether real, personal or mixed, tangible or intangible (other than the Excluded Assets), wherever located, as the same shall exist immediately prior to the Closing, including the following:

(i) the products listed on Schedule 1.1(a)(i) of the Purchase Agreement (the "Products");

(ii) all manufacturing, production, maintenance, packaging and/or testing machinery and equipment, tools, dies, molds, jigs, patterns, gauges (together with all spare and maintenance parts) used in or relating to the Products and the Business which (i) are located on, or normally located on but temporarily removed from or in transit to the facilities of the Business at the following locations: the facility of NetOptix in Sturbridge, Massachusetts (the "Massachusetts Facility"), the facility of Galenica in St.-Luboire, Quebec, Canada (the "Canadian Manufacturing Facility"), the facility of Galenica in Mirabel, Quebec, Canada (the "Canadian Office Facility") and the facility of Leisegang in Boca Raton, Florida (the "Florida Facility") (collectively, with Leisegang GmbH's facility in Berlin, Germany (the "Berlin Facility"), the "Facilities") or (ii) are owned by the Asset Sellers and have been furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of the Products;

(iii) all inventory, raw materials, components, work-in-progress, finished products, packaging materials and stores and supplies existing as of the Closing relating to the Products and the Business including any of the foregoing (i) located on, or normally located on but temporarily removed from, or in transit to, the Facilities or (ii) furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of any Product, (iii) which are in transit to customers and (iv) the items of inventory of NetOptix (the "NetOptix Inventory") listed on Schedule 1.1(a)(iii) of the Purchase Agreement;

(iv) the office furniture and equipment (consisting of desks, chairs, tables, bookcases, partitions and cubicle spaces, personal computers, printers and other equipment) which are located on the Non-Subleased Premises and which are connected with the employees of Leisegang hired at the Closing by the Purchasers, and all other

items of tangible personal property listed on **Schedule 1.1(a)(iv)** of the Purchase Agreement;

(v) all accounts and notes receivable of the Business;

(vi) all intellectual property relating to the Products and the Business including know-how, proprietary processes and information, computer software and the Intellectual Property Rights identified on **Schedule 1.1(a)(vi)** of the Purchase Agreement, including the name "Leisegang" and the other names listed on such schedule, and the goodwill connected with such names, the Products and the Business and all software and other Intellectual Property Rights used in connection therewith;

(vii) all prepaid expenses, advances and deposits (other than prepaid insurance premiums) relating to the Products and the Business;

(viii) the books, records and files (including computer files and electronic media), correspondence, supplier and customer records and information, blue prints, drawings and other technical papers and specifications, records and files concerning the Products, including those related to the FDA and other Governmental Entities, product research and test data, quality control records, service manuals, service bulletins, training materials, product bulletins, product information booklets, business plans, inventory records, appraisals, maintenance and asset history and depreciation records, accounting records, ledgers and books of original entry that primarily relate to the Business, sales, customer, vendor and purchase history of the Business for the last four years in computer and other formats, all technical manuals and other documents necessary to the use of the Purchased Assets including Intellectual Property Rights, the production of the Products by the Sellers and the conduct of the Business by the Sellers;

(ix) all contracts, licenses, commitments, personal property leases, purchase orders, sales orders and other agreements relating to the Business (i) which are identified on **Schedule 1.1(a)(ix)** of the Purchase Agreement, (ii) which are purchase and sales orders entered into in the ordinary course of business of the Business consistent with past practice from the date of this Agreement to the Closing Date and (iii) which are contracts, licenses, commitments, personal property leases and other agreements relating to the Business which have been disclosed by the Asset Sellers in writing to the Purchaser and which the Purchaser, in its discretion, consents on or prior to the Closing Date to include in the Purchased Assets;

(x) warranties and guarantees from vendors, suppliers and manufacturers of the Purchased Assets and all rights, choses in action and claims, known or unknown, matured or unmatured, accrued or contingent, against third parties (including all warranty, indemnity and other contractual claims, whether express, implied or otherwise), to the extent relating to any Purchased Asset or any Assumed Liability (and any such right, chose in action or claim to the extent relating to an Excluded Asset or an Excluded Liability shall remain with the Asset Sellers);

- (xi) all rights (including experience ratings) with respect to unemployment, workers' compensation and other similar insurance reserves, if applicable, of Galenica;
- (xii) all transferable federal, state, local and foreign governmental Permits, authorizations and approvals relating to the Products and the Business, except those related to the Massachusetts Facility and those certain portions of the Florida Facility which are not at Closing being subleased by the Purchaser;
- (xiii) all purchase orders, forms, labels, shipping materials, catalogs, brochures, art works, photographs and advertising, sales and promotional materials relating to the Business;
- (xiv) all telephone, telex and facsimile numbers and all listings of the Business in all telephone books and directories;
- (xv) all interests in websites associated with the Business and software and licenses connected therewith;
- (xvi) the real property which is part of the Canadian Manufacturing Facility, together with all appurtenances to such real property and all of the Seller's interest in all of the structures, fixtures and improvements located thereon;
- (xvii) the lease for the Canadian Office Facility;
- (xviii) all other goodwill associated with the Business; and
- (xix) all other assets of any nature whatsoever used by the Asset Sellers in the operation of the Business or relating to the Purchased Assets, other than the Excluded Assets.

This Statement of Change is presented to a filing officer pursuant to the Uniform Commercial Code:

1. Debtor (Last Name First if an Individual)		1a. Date of Birth or FEI#	
NetOptix Corporation			
1b. Mailing Address	1c. City, State	1d. Zip Code	
6401 Congress Avenue	Boca Raton, FL	33487	
2. Additional Debtor or Trade Name (Last Name First if an Individual)		2a. Date of Birth or FEI#	
2b. Mailing Address		2c. City, State	2d. Zip Code
3. Secured Party (Last Name First if an Individual)			
Deutsche Financial Services Corporation, as Agent			
3a. Mailing Address	3b. City, State	3c. Zip Code	
3225 Cumberland Blvd., Suite 700	Atlanta, GA	30339	
4. Additional Secured Party (Last Name First if an Individual)			
4a. Mailing Address		4b. City, State	4c. Zip Code

5. This Statement refers to original Financing Statement bearing file number: 990000227325--0 filed on 10/5/99

- A. Continuation - The original Financing Statement between the Debtor and Secured Party bearing the file number shown above is continued.
- B. Release - The Secured Party releases the collateral described in Block 7 below from the Financing Statement bearing the file number shown above. RELEASE DOES NOT TERMINATE LIEN AGAINST DEBTOR.
- C. Full Assignment - All of the Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address is shown in Block 7 below.
- D. Partial Assignment - Some of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address is shown in Block 7. A description of the collateral subject to the assignment is also shown in Block 7.
- E. Amendment - The Financing Statement bearing the file number shown above is amended as set forth in Block 7. (See instructions for signature requirements.)
- F. Termination - The Secured Party no longer claims an interest under the Financing Statement bearing the file number shown above.
- G. Other -

7. Description of collateral released or assigned, Assignee name and address, or amendment. Use additional sheet(s) if necessary.

SEE EXHIBIT A ATTACHED HERETO.

Filed with the Florida Secretary of State.

This space for use of Filing Officer

8. Signature(s) of Debtor(s): (only if amendment - see instructions)

9. Signature(s) of Secured party(ies):

Steph D. Mutt

Deutsche Financial Services Corporation, as Agent

10. Number of Additional Sheets Presented _____

11. Return Copy to:

Name: Mark DeAngelis
 Address: O'Sullivan Graev & Karabell, LLP
 Address: 30 Rockefeller Plaza
 City, State, Zip: New York, NY 10112

EXHIBIT A

All capitalized terms used but not defined herein have the meanings given them in the Stock and Asset Purchase Agreement dated as of December 14, 1999, among The Cooper Companies, Inc., a Delaware corporation ("Parent"), as Guarantor, Coopersurgical Acquisition Corp., a Delaware corporation (the "Purchaser"), NetOptix Corporation, a Delaware corporation ("NetOptix"), Leisegang Medical, Inc., a Florida corporation ("Leisegang" or the "Company"), Galenica Inc., a company continued under the laws of the Province of New Brunswick, Canada ("Galenica"), and Leisegang Feinmechanik-Optik GmbH, a company organized under the laws of Germany ("Leisegang GmbH"), as amended (the "Purchase Agreement")

All of the Asset Sellers' right, title and interest in, to and under the assets, properties, interests in properties and rights of the Asset Sellers relating to the Business of every kind and description, whether real, personal or mixed, tangible or intangible (other than the Excluded Assets), wherever located, as the same shall exist immediately prior to the Closing, including the following:

(i) the products listed on Schedule 1.1(a)(i) of the Purchase Agreement (the "Products");

(ii) all manufacturing, production, maintenance, packaging and/or testing machinery and equipment, tools, dies, molds, jigs, patterns, gauges (together with all spare and maintenance parts) used in or relating to the Products and the Business which (i) are located on, or normally located on but temporarily removed from or in transit to the facilities of the Business at the following locations: the facility of NetOptix in Sturbridge, Massachusetts (the "Massachusetts Facility"), the facility of Galenica in St.-Luboire, Quebec, Canada (the "Canadian Manufacturing Facility"), the facility of Galenica in Mirabel, Quebec, Canada (the "Canadian Office Facility") and the facility of Leisegang in Boca Raton, Florida (the "Florida Facility") (collectively, with Leisegang GmbH's facility in Berlin, Germany (the "Berlin Facility"), the "Facilities") or (ii) are owned by the Asset Sellers and have been furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of the Products;

(iii) all inventory, raw materials, components, work-in-progress, finished products, packaging materials and stores and supplies existing as of the Closing relating to the Products and the Business including any of the foregoing (i) located on, or normally located on but temporarily removed from, or in transit to, the Facilities or (ii) furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of any Product, (iii) which are in transit to customers and (iv) the items of inventory of NetOptix (the "NetOptix Inventory") listed on Schedule 1.1(a)(iii) of the Purchase Agreement;

(iv) the office furniture and equipment (consisting of desks, chairs, tables, bookcases, partitions and cubicle spaces, personal computers, printers and other equipment) which are located on the Non-Subleased Premises and which are connected with the employees of Leisegang hired at the Closing by the Purchasers, and all other

items of tangible personal property listed on **Schedule 1.1(a)(iv)** of the Purchase Agreement;

(v) all accounts and notes receivable of the Business;

(vi) all intellectual property relating to the Products and the Business including know-how, proprietary processes and information, computer software and the Intellectual Property Rights identified on **Schedule 1.1(a)(vi)** of the Purchase Agreement, including the name "Leisegang" and the other names listed on such schedule, and the goodwill connected with such names, the Products and the Business and all software and other Intellectual Property Rights used in connection therewith;

(vii) all prepaid expenses, advances and deposits (other than prepaid insurance premiums) relating to the Products and the Business;

(viii) the books, records and files (including computer files and electronic media), correspondence, supplier and customer records and information, blue prints, drawings and other technical papers and specifications, records and files concerning the Products, including those related to the FDA and other Governmental Entities, product research and test data, quality control records, service manuals, service bulletins, training materials, product bulletins, product information booklets, business plans, inventory records, appraisals, maintenance and asset history and depreciation records, accounting records, ledgers and books of original entry that primarily relate to the Business, sales, customer, vendor and purchase history of the Business for the last four years in computer and other formats, all technical manuals and other documents necessary to the use of the Purchased Assets including Intellectual Property Rights, the production of the Products by the Sellers and the conduct of the Business by the Sellers;

(ix) all contracts, licenses, commitments, personal property leases, purchase orders, sales orders and other agreements relating to the Business (i) which are identified on **Schedule 1.1(a)(ix)** of the Purchase Agreement, (ii) which are purchase and sales orders entered into in the ordinary course of business of the Business consistent with past practice from the date of this Agreement to the Closing Date and (iii) which are contracts, licenses, commitments, personal property leases and other agreements relating to the Business which have been disclosed by the Asset Sellers in writing to the Purchaser and which the Purchaser, in its discretion, consents on or prior to the Closing Date to include in the Purchased Assets;

(x) warranties and guarantees from vendors, suppliers and manufacturers of the Purchased Assets and all rights, choses in action and claims, known or unknown, matured or unmatured, accrued or contingent, against third parties (including all warranty, indemnity and other contractual claims, whether express, implied or otherwise), to the extent relating to any Purchased Asset or any Assumed Liability (and any such right, chose in action or claim to the extent relating to an Excluded Asset or an Excluded Liability shall remain with the Asset Sellers);

(xi) all rights (including experience ratings) with respect to unemployment, workers' compensation and other similar insurance reserves, if applicable, of Galenica;

(xii) all transferable federal, state, local and foreign governmental Permits, authorizations and approvals relating to the Products and the Business, except those related to the Massachusetts Facility and those certain portions of the Florida Facility which are not at Closing being subleased by the Purchaser;

(xiii) all purchase orders, forms, labels, shipping materials, catalogs, brochures, art works, photographs and advertising, sales and promotional materials relating to the Business;

(xiv) all telephone, telex and facsimile numbers and all listings of the Business in all telephone books and directories;

(xv) all interests in websites associated with the Business and software and licenses connected therewith;

(xvi) the real property which is part of the Canadian Manufacturing Facility, together with all appurtenances to such real property and all of the Seller's interest in all of the structures, fixtures and improvements located thereon;

(xvii) the lease for the Canadian Office Facility;

(xviii) all other goodwill associated with the Business; and

(xix) all other assets of any nature whatsoever used by the Asset Sellers in the operation of the Business or relating to the Purchased Assets, other than the Excluded Assets.

EXHIBIT D

[patent release]

NOTICE OF PARTIAL RELEASE OF ASSIGNMENT
FOR SECURITY IN PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Deutsche Financial Services Corporation, as agent, hereby expressly acknowledges the termination and release of all of its right, title and interest, including any collateral assignment or security interest, in and to all Patents, including any and all resulting patents therefor and any and all divisions, reissues, continuations, continuations-in-part, renewals and extensions thereof, and the right to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits as set forth on **Exhibit A** attached hereto, and any licenses thereof and rights with respect thereto, and request that such termination and release be made of record in the United States Patent and Trademark Office and indexed against the United States patent registration and applications for registration thereof set forth on said **Exhibit B**.

DEUTSCHE FINANCIAL SERVICES CORPORATION

By: Steph D Metts
Name: Stephen D. Metts
Title: Vice President
Date: 11/31/00

EXHIBIT A

PATENT:

DESCRIPTION:

Patent Application:

Disclosure # 97-16

Attachment to Colposcopes, Operating Microscopes or other instrumentation with light sources to divert and provide Cold Illumination to Hysteroscopes and Cystoscopes or other instrumentation requiring illumination.

PMB_71748.1/JLOGSDON

TRADEMARK
REEL: 002151 FRAME: 0750

EXHIBIT B

PATENT:

DESCRIPTION:

Patent Application:

Disclosure # 97-16

Attachment to Colposcopes, Operating Microscopes or other instrumentation with light sources to divert and provide Cold Illumination to Hysteroscopes and Cystoscopes or other instrumentation requiring illumination.

PMB_71748.1/JLOGSDON

TRADEMARK
REEL: 002151 FRAME: 0751

EXHIBIT E

[trademark release]

**NOTICE OF PARTIAL RELEASE OF ASSIGNMENT
FOR SECURITY IN TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Deutsche Financial Services Corporation, as agent, hereby expressly acknowledges the termination and release of all of its right, title and interest, including any collateral assignment or security interest, in and to all of the trademarks, service marks, trademarks registrations, service mark registrations and applications for registration set forth on **Exhibit A** attached hereto, and any licenses thereof and rights with respect thereto, and request that such termination and release be made of record in the United States Patent and Trademark Office and indexed against the United States trademarks, service marks, trademark registrations, service mark registrations and applications for registration thereof set forth on said **Exhibit B**.

DEUTSCHE FINANCIAL SERVICES CORPORATION

By: *Stephen D Metts*
Name: Stephen D. Metts
Title: Vice President
Date: 1/3/00

PMB_71742.1/JLOGSDON

**TRADEMARK
REEL: 002151 FRAME: 0753**

EXHIBIT A

TRADEMARKS:

DESCRIPTION:

Registered Trademarks:

- | | | |
|----|------------|--|
| 1. | SANI-SCOPE | For: Medical apparatus, namely a disposable plastic anoscope |
| 2. | SANI-SPEC | For: Vaginal specula for diagnostic examinations |

Unregistered Trademarks:

- | | | |
|----|------------|---|
| 1. | SPEC LIGHT | For: Illumination device for Sani-Scope vaginal specula |
|----|------------|---|

EXHIBIT B

TRADEMARKS:

DESCRIPTION:

Registered Trademarks:

- | | | |
|----|------------|--|
| 1. | SANI-SCOPE | For: Medical apparatus, namely a disposable plastic anoscope |
| 2. | SANI-SPEC | For: Vaginal specula for diagnostic examinations |

Unregistered Trademarks:

- | | | |
|----|------------|---|
| 1. | SPEC LIGHT | For: Illumination device for Sani-Scope vaginal specula |
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PMB_71742.1/JLOGSDON