

05-09-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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PARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Norland Medical Systems, Inc.

5-1-02

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

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

3. Nature of conveyance:

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

Execution Date: April 11, 2002

2. Name and address of receiving party(ies)

Name: CooperSurgical Acquisition Corp.

Internal Address: c/o The Cooper Companies, Inc.

Street Address: 6140 Stoneridge Mall Road, Suite 590

City: Pleasanton State: CA Zip: 94588

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

OFFICE OF PUBLIC RECORDS  
2002 MAY 11 AM 10:24  
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,361,807; 2,398,228; 1,808,987

Additional number(s) attached  Yes  No

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

Name: Carol Kaufman

Internal Address: c/o The Cooper Companies, Inc.

Street Address: 6140 Stoneridge Mall Road, Suite 590

City: Pleasanton State: CA Zip: 94588

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Reynald Bonmati, President

Name of Person Signing

Signature

April 11, 2002

Date

Total number of pages including cover sheet, attachments, and document: 7

05/08/2002 TDIAZ1 00000219 2361807

01 FC:481  
02 FC:482

40.00  
50.00

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002501 FRAME: 0965

**BILL OF SALE, ASSIGNMENT  
AND ASSUMPTION AGREEMENT** dated as of  
April 11, 2002 (this "Agreement"), among  
**NORLAND CORPORATION**, a Wisconsin  
corporation (the "Subsidiary"), **NORLAND  
MEDICAL SYSTEMS, INC.** ("Norland", each of  
Norland and the Subsidiary, a "Seller", and  
collectively the "Sellers"), and  
**COOPERSURGICAL ACQUISITION CORP.**, a  
Delaware corporation (the "Purchaser").

Reference is made to the Asset Purchase Agreement, dated as of February 27, 2002 (as amended by Amendment No. 1, dated as of March 4, 2002, Amendment No. 2, dated as of March 11, 2002, Amendment No. 3, dated as of March 22, 2002 and Amendment No. 4, dated as of April 11, 2002, the "Purchase Agreement"), among the Purchaser, the Sellers and CooperSurgical, Inc. Pursuant to the Purchase Agreement, the Purchaser has agreed to purchase from the Sellers, and the Sellers have agreed to sell to the Purchaser, upon the terms and conditions specified in the Purchase Agreement, certain of the assets of the Seller relating to the Sellers' bone densitometry product line, as more specifically described on Exhibit A to the Purchase Agreement (the "Business").

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Defined Terms.

Capitalized terms used and not otherwise defined herein have the respective meanings ascribed thereto in the Purchase Agreement.

Section 2. Sale of Assets.

(a) On the terms and subject to the conditions contained in the Purchase Agreement, the Sellers, jointly and severally, hereby sell, transfer, convey and assign to the Purchaser, free and clear of all Encumbrances (other than Permitted Encumbrances), and the Purchaser hereby purchases and acquires from the Sellers, all of the Sellers' right, title and interest in, to and under all assets, properties, interests in properties and rights of the Sellers, whether real, personal or mixed, tangible or intangible (other than the Excluded Assets) which are related to the Business, wherever located, as the same shall exist immediately prior to the date hereof, including the following:

(i) the products listed on Attachment I to Exhibit A to 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 (A) are located on, or normally located on but temporarily

removed from or in transit to the facilities of the Business located in Fort Atkinson, Wisconsin (the "Facilities") and the premises of the Seller located in White Plains, New York (the "Headquarters") or (B) have been furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of the Products, a list of which is attached to the Purchase Agreement as Exhibit B;

(iii) all inventory, raw materials, components, work-in-progress, finished products, demonstration products, Spare Parts, packaging materials and stores and supplies existing as of the date hereof relating to the Products and the Business including those (i) located on, or normally located on but temporarily removed from, or in transit to, the Facilities or the Headquarters or (ii) furnished to any supplier, subcontractor or other Person in connection with the manufacture, sale or servicing of any Product or (iii) which are in transit to customers and other Persons (collectively, the "Inventory");

(iv) all other items of tangible personal property located on, or normally located in the Facilities or listed on Exhibit B to the Purchase Agreement;

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

(vi) all Intellectual Property Rights relating to the Products and the Business including know-how, proprietary processes and information, patents, computer software (including software embedded within the Products), a list of which is attached to the Purchase Agreement as Exhibit C, including the name "Norland" and the other names listed on Exhibit C to the Purchase Agreement, and the goodwill connected with such names, the Products and the Business;

(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 those records and files concerning the Products as well as those related to the FDA and other Governmental Entities (including computer files and electronic media), correspondence, supplier and customer records and information, blue prints, drawings and other technical papers and specifications, 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 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 the Requisite Rights, the production of the Products by the Sellers and the conduct of the Business by the Sellers; provided, however, that the Sellers shall have the right to retain (A) the originals of such documents and records to the extent applicable Law requires the Sellers to

retain such originals and (B) copies of such documents and records as may be reasonably requested by Norland;

(ix) all right, title, and interest of the Sellers in, to and under (i) all contracts, licenses, commitments, purchase orders, sales orders and other agreements relating to the Business which are identified on Exhibit D to the Purchase Agreement, (ii) all contracts, licenses, commitments and other agreements related to the Business (but not insurance policies, purchase orders and sales orders) which are entered into in the ordinary course of business of the Business consistent with past practice from the date of the Purchase Agreement to the date hereof, which have been disclosed by Norland in writing to the Purchaser and which the Purchaser, in its discretion, consents on or prior to the date hereof to include in the Assigned Contracts and (iii) all purchase orders and sales orders of the Business which are entered into in the ordinary course of business of the Business consistent with past practice from the date of this Agreement to the date hereof (collectively, the "Assigned Contracts");

(x) all rights, choses in action and claims, known or unknown, matured or unmatured, accrued or contingent, against third parties (including all warranty and other contractual claims, whether express, implied or otherwise), to the extent relating to any Purchased Asset (except relating to any Excluded Liability and except for claims under insurance policies) or any Assumed Liability;

(xi) all transferable warranties and guarantees received from vendors, suppliers and manufacturers of the Products and raw materials and components thereof;

(xii) all transferable federal, state, local and foreign governmental Permits, authorizations and approvals relating to the Products and the Business;

(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 at the Facilities and the following telephone, telex and facsimile numbers relating to the Business: (800) 563-9504, (920) 563-9504, (800) 333-8456, (800) 444-8456, (920) 563-8456, (920) 563-8626 (Fax), (920) 568-4216 (Fax) and all listings of such numbers in all telephone books and directories; and

(xv) all other goodwill associated with the Business;

(b) Anything contained in the Purchase Agreement to the contrary notwithstanding, to the extent that any asset, property, interest in property or right relating to, or used or held for use by, either Seller in the conduct of, or otherwise relating to, the operation of the Business is owned by any shareholder, or subsidiary of such Seller or any other Affiliate of such Seller, such asset, property, interest in property or right shall be deemed to be a Purchased Asset for all purposes of this Agreement, and

each Seller shall do, and shall cause any such subsidiary or Affiliate of such Seller to do, all things required to be done by such Seller with respect thereto, including those things set forth in Sections 1.3, 1.4 and 1.5 of the Purchase Agreement.

Section 3. Assumed Liabilities.

(a) On the terms and subject to the conditions contained in the Purchase Agreement, including the matters against which the Purchaser Indemnified Persons are indemnified by the Company Indemnifying Persons under Article IX thereof, effective as of the date hereof, and from and after the date hereof, the Purchaser shall pay or assume, perform and discharge when due, the following, and only the following, Liabilities of the Sellers (collectively, the "Assumed Liabilities"):

(i) all Liabilities accruing from and after the date hereof under the Assigned Contracts in accordance with their respective terms, but in each case only to the extent such Assigned Contracts have been effectively assigned and transferred to the Purchaser pursuant to the provisions hereof; provided, however, that Liabilities accruing from and after the Closing Date under Assigned Contracts which have not been effectively assigned and transferred to the Purchaser pursuant to the provisions hereof shall be assumed by the Purchaser (i) to the extent the Purchaser has received the benefits of such Assigned Contracts thereunder and (ii) the Sellers have complied with Section 1.5 of the Purchase Agreement; provided, further, however, that (x) in the event the Sellers are unable to effectively assign and transfer any Assigned Contract to the Purchaser and the Purchaser is receiving the benefits of such Assigned Contracts thereunder and (y) the Sellers make payments required to be made under any such Assigned Contract on behalf of the Purchaser, the Purchaser shall promptly reimburse Norland for all such payments made by the Sellers on the Purchaser's behalf up to an amount not exceeding that amount which the Purchaser would have been required to pay under such Assigned Contract if such Assigned Contracts had been effectively assigned to the Purchaser.

(b) the amount of all Warranty Liability up to the amount of Warranty Liability accrued on the Closing Statement;

(c) all accrued trade accounts payable of the Sellers (including trade accounts payable arising under the Assigned Contracts prior to the Closing) arising in the ordinary course of business of the Business, but only to the extent accrued on the Closing Statement (the "Accounts Payable Liability");

(d) all accrued unearned service revenue of the Sellers under service contracts existing prior to the date hereof which arose in the ordinary course of business of the Business, but only to the extent accrued on the Closing Statement (the "Service Liability");

(e) all accrued expenses (including vacation and holiday pay, contributions under the Sellers' 401(k) plan, sales commissions and bonuses) with respect to the Hired

Employees to the extent accrued on the Closing Statement (the "Hired Employees Liability");

(f) other accrued expenses of the Sellers not covered by the Sections 3(a)-(e) above, but only to the extent accrued on the Closing Statement (the "Miscellaneous Accrued Expenses Liability", and collectively with the Warranty Liability, the Accounts Payable Liability, the Service Liability and the Hired Employees Liability, the "Statement Liabilities"); and

(g) all Liabilities relating to or arising out of the operation, condition or conduct of the Business, the operation, ownership or use of the Purchased Assets or the operation or use of the Facilities to the extent that the facts and circumstances underlying any such Liability are caused by the conduct of the Business or the use of the Purchased Assets or the Facilities from and after the date hereof.

**Section 4. Incorporation by Reference; Conflict.**

The Purchase Agreement is incorporated herein by reference, shall continue in full force and effect as though set forth herein at length to the extent provided for in the Purchase Agreement, and shall control in the event of any conflict with the terms of this Agreement.

**Section 5. Governing Law.**

All questions concerning the construction, interpretation and validity of this Agreement shall be governed by and construed and enforced in accordance with the domestic laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether in the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. In furtherance of the foregoing, the internal law of the State of New York will control the interpretation and construction of this Agreement, even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply.

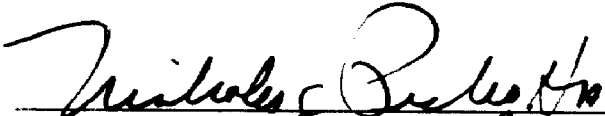
**Section 6. Counterparts; Facsimile Signatures.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile counterpart signatures to this Agreement shall be acceptable and binding.

\* \* \* \* \*

**IN WITNESS WHEREOF**, each of the undersigned has caused this Bill of Sale and Assignment and Assumption Agreement to be executed on its behalf as of the date first above written.

**COOPERSURGICAL ACQUISITION CORP.**

By:   
Name: NICHOLAS J. PICHOTTA  
Title: PRESIDENT + CEO

**NORLAND CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**NORLAND MEDICAL SYSTEMS, INC.**

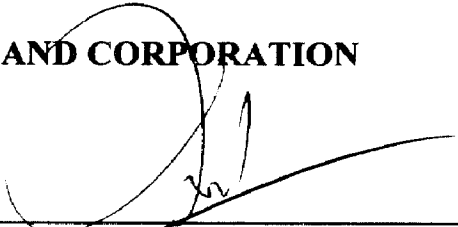
By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, each of the undersigned has caused this Bill of Sale and Assignment and Assumption Agreement to be executed on its behalf as of the date first above written.

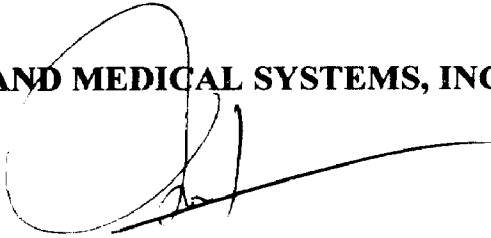
**COOPERSURGICAL ACQUISITION CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**NORLAND CORPORATION**

By:  \_\_\_\_\_  
Name: *R. BONMATI*  
Title: *President*

**NORLAND MEDICAL SYSTEMS, INC.**

By:  \_\_\_\_\_  
Name: *R. BONMATI*  
Title: *President*