

D/1

07-11-2002



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

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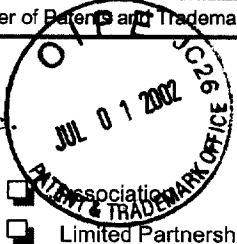
U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Cooper Surgical, Inc.

- Individual(s)
General Partnership
Corporation-State
Other



07/01/02

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

3. Nature of conveyance:

- Assignment
Security Agreement
Other
Merger
Change of Name

Execution Date: 5/1/2002

2. Name and address of receiving party(ies)

Name: KeyBank National Association
Internal Attn: Credit Administration
Address:

Street Address: 127 Public Square
City: Cleveland State: OH Zip: 44114

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

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

A. Trademark Application No.(s)
See attached Exhibit A.

B. Trademark Registration No.(s)
See attached Exhibit B

Additional number(s) attached Yes No

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

Name: F. Joseph Pudner

Internal Address: Thompson Hine LLP

Street Address: 3900 Key Center

127 Public Square

City: Cleveland State: OH Zip: 44114

6. Total number of applications and registrations involved: 38

7. Total fee (37 CFR 3.41) \$ 965

- 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.

F. Joseph Pudner

Name of Person Signing

Signature

June 26, 2002

Date

Total number of pages including cover sheet, attachments, and document: 18

07/10/2002 TBIAZ1 00000037 76346010

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

01 FC:481
02 FC:482

40.00 OP
925.00 OP

TRADEMARK
REEL: 002535 FRAME: 0688

EXHIBIT A

Attachment and continuation to Item 4A of the Trademark Recordation Cover Sheet.

Pending Trademark Applications

| APPLICATION NUMBER |
|--------------------|
| 76/346010 |
| 76/195402 |

EXHIBIT B

Attachment and continuation to Item 4B of the Trademark Recordation Cover Sheet.

Registered Trademarks

| | |
|-----------|------------|
| 75,282568 | 2,398,228 |
| 75/323302 | 2,182,321 |
| 74/137499 | 1,763,588 |
| 75/083428 | 2,127,733 |
| 75/388533 | 2,254,437 |
| 75/731125 | 2,364,393 |
| 74/219286 | 1,862,209 |
| 666,422 | 1,479,500 |
| 73/652034 | 1,473,009 |
| 73/682223 | 1,524,346 |
| 76/094918 | 2,464,022 |
| 74/219682 | 1,773,532 |
| 73/682232 | 1,525,459 |
| 75/389620 | 2,243,848 |
| 74/696377 | 2,0099,948 |
| 247,690 | 836,017 |
| 73/465870 | 1,350,497 |
| 73/465875 | 1,347,545 |
| 72/421144 | 974,821 |
| 74/332997 | 1,861,723 |

| | |
|-----------|-----------|
| 74/144654 | 1,800,611 |
| 75/881901 | 2,446,079 |
| 74/403868 | 1,837,797 |
| 74/011303 | 1,643,154 |
| 73/635729 | 1,449,497 |
| 75/323301 | 2,223,484 |
| 74/152197 | 1,763,649 |
| 75/052230 | 2,036,967 |
| 75/038157 | 2,068,841 |
| 75/244459 | 2,134,419 |
| 75/038155 | 2,068,839 |
| 75/706640 | 2,443,359 |
| 73/634022 | 1,446,225 |
| 73/634023 | 1,446,226 |
| 74/266575 | 1,745,664 |
| 73/027773 | 1,009,889 |

INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT
(Domestic Subsidiary Agreement)

THIS INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 1st day of May, 2002 by COOPERSURGICAL, INC., a Delaware corporation ("Debtor") in favor of KEYBANK NATIONAL ASSOCIATION, as the collateral agent ("Collateral Agent") for the benefit of Agent, as hereinafter defined, and the Lenders, as hereinafter defined.

1. Recitals.

THE COOPER COMPANIES, INC., a Delaware corporation (together with its successors and assigns, "TCC") and each Foreign Borrower, as defined in the Credit Agreement, as hereinafter defined (each such Foreign Borrower and its respective successors and assigns, together with TCC shall be referred to herein, collectively, as "Borrowers" and, individually, each a "Borrower") are entering into the Credit Agreement, dated as of May 1, 2002, with the financial institutions named in Schedule 1 to the Credit Agreement (collectively, the "Lenders" and, individually, each a "Lender"), KEYBANK NATIONAL ASSOCIATION, as lead arranger and administrative agent for the Lenders ("Agent"), HSBC BANK USA, as co-lead arranger and syndication agent for the Lenders, and BANK OF AMERICA, N.A. and UNION BANK OF CALIFORNIA, N.A., as co-documentation agents for the Lenders (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"), pursuant to which the Lenders will grant financial accommodations to Borrowers.

Debtor, a Subsidiary of TCC (whose financing is provided by the Loans and Letters of Credit, as defined in the Credit Agreement), deems it to be in the direct pecuniary and business interests of Debtor that Borrowers obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

Debtor understands that Agent and the Lenders are willing to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Debtor grant to Collateral Agent, for the benefit of Agent, Collateral Agent and the Lenders, a security interest in and collateral assignment of the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to Borrowers by the Lenders and for other valuable considerations.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement and (b) unless otherwise defined in the Credit Agreement, terms that are defined in Chapter 1309 of the Ohio Revised Code, as in effect from time to time, the Credit Agreement, are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A attached hereto.

“Collateral” shall mean, collectively, all of Debtor’s existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, copyright registrations, whether federal or state, and licenses of patents, trademarks, copyrights, trade secrets and technology in which Debtor is either a licensor or licensee, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, royalties from licenses, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing.

“Debt” shall mean, collectively, (a) all Loans and Letters of Credit; (b) all other indebtedness and other obligations now owing or hereafter incurred by Borrowers to Agent or any Lender pursuant to the Credit Agreement and any Note executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all fees or other amounts payable by Borrowers pursuant to the Credit Agreement or any other Loan Document; (e) all obligations and liabilities of Borrowers now existing or hereafter incurred to Agent or any Lender (or any affiliate of such Lender) under, arising out of, or in connection with any Lender Hedge Agreement; (f) every other liability, now or hereafter owing to Collateral Agent, Agent or any Lender by Borrowers or Debtor pursuant to the Credit Agreement or any other Loan Document; and (g) all Related Expenses.

“Designated Collateral” shall mean the Collateral listed on Schedule 1 hereto; provided that Designated Collateral shall exclude any such listed Collateral that, after the Closing Date, becomes outdated or no longer useful in the business or businesses of the Companies.

“Lender Hedge Agreement” shall mean any currency swap or hedge agreement, interest rate swap, cap, collar or floor agreement, or other interest rate management device entered into by Borrowers with Agent or any of the Lenders, or any of their respective affiliates, in connection with the Debt.

“USPTO” shall mean the United States Patent and Trademark Office in Washington D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Debtor hereby agrees that Collateral Agent shall at all times have, and hereby grants to Collateral Agent, for the benefit of Agent, Collateral Agent and the Lenders, a security interest in and collateral assignment of all of the Collateral, including (without limitation) all of Debtor’s future Collateral, irrespective of any lack of knowledge by Collateral Agent or any Lender of the creation or acquisition thereof.

4. Representations and Warranties. Debtor represents and warrants to Collateral Agent and each Lender that:

(a) Debtor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid against any third Person or unenforceable by Debtor;

(b) To Debtor's knowledge, the Designated Collateral is valid and enforceable against all third Persons;

(c) Debtor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person which would have a Material Adverse Effect;

(d) Except for Liens expressly permitted pursuant to Section 5.9 of the Credit Agreement and except as permitted pursuant to Section 5.12 of the Credit Agreement, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Designated Collateral, free and clear of any Liens;

(e) Debtor has full power, authority and legal right to pledge the Designated Collateral and enter into this Agreement and perform its terms;

(f) Debtor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect; and

(g) Debtor has paid, and shall continue to pay, all fees and has made, and will continue to make, all filings necessary to maintain the Designated Collateral in full force and effect.

5. Further Assignment Prohibited. Debtor shall not enter into any agreement that is inconsistent with Debtor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other than in accordance with Section 5.12 of the Credit Agreement, without the prior written consent of Agent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Debtor hereby grants to Collateral Agent, for the benefit of Agent, Collateral Agent and the Lenders, and its employees and agents the right, with reasonable advance notice during regular business hours, to visit any location of Debtor or, if applicable, any other location, including without limitation Debtor's outside legal counsel, and to inspect the documents, products and quality control records relating to the Collateral at Debtor's expense.

7. Standard Patent and Trademark Use. Debtor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof in any material respect. Debtor shall comply with all material patent marking requirements as specified in 35 U.S.C. §287. Debtor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, SM, and "Reg. U.S. Pat. and Trademark Office" where appropriate.

8. Event of Default.

(a) An Event of Default under the Credit Agreement shall be an Event of Default hereunder.

(b) Debtor expressly acknowledges that Collateral Agent, on behalf of Agent, Collateral Agent and the Lenders, shall record this Agreement (or, in the discretion of Agent, a notice thereof) with the USPTO. Contemporaneously herewith, Debtor shall execute and deliver to Collateral Agent the Assignment, which Assignment shall have no force and effect and shall be held by Collateral Agent in escrow until the occurrence of an Event of Default and the direction by the Required Banks to Collateral Agent to record this Assignment; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default and the direction by the Required Banks to Collateral Agent to record this Assignment, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Collateral Agent in the form reflected on the face of the Assignment and Collateral Agent may, in its sole discretion, record the Assignment with USPTO.

(c) After the occurrence of an Event of Default, Debtor irrevocably authorizes and empowers Collateral Agent, at the direction of the Required Lenders, to terminate Debtor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Debtor or any other Person or property, all of which Debtor hereby waives, and upon such terms and in such manner as Collateral Agent may deem advisable, Collateral Agent, on behalf of Agent, Collateral Agent and the Lenders, may in its discretion, sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Debtor may have therein, at any time, or from time to time. No prior notice need be given to Debtor or to any other Person in the case of any sale of Collateral that Collateral Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Collateral Agent shall give Debtor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Debtor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Collateral Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Debtor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Collateral Agent may apply the net proceeds of each such sale to or toward the payment of the Debt, whether or not then due, in such order and by such division as Collateral Agent in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Debtor, and the obligors on the Debt shall remain liable for any deficiency. In addition, Collateral Agent shall at all times have the right to obtain new appraisals of Debtor or the Collateral, the cost of which shall be paid by Debtor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Debtor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Designated

Collateral, provided that Debtor shall not be obligated to maintain any such Designated Collateral in the event Debtor determines, in the reasonable business judgment of Debtor, that the maintenance of such Designated Collateral is no longer necessary in Debtor's business. Debtor shall pay all reasonable costs and expenses incurred by Collateral Agent in connection with all renewals, required affidavits and all other documents relating hereto, the filing or recording of any documents (including all taxes in connection therewith) in public offices, and the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Designated Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Designated Collateral, shall be borne and paid by Debtor, upon demand by Collateral Agent and, until so paid, shall be added to the principal amount of the Debt.

10. Debtor's Obligation to Prosecute. Except as otherwise agreed to by Collateral Agent in writing, Debtor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all material rights in the Designated Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Designated Collateral shall be borne by Debtor. Debtor shall not abandon any Designated Collateral without the prior written consent of Collateral Agent, unless such abandonment will not have a material adverse effect on TCC or such abandonment is in connection with the abandonment of a product or product line.

11. Collateral Agent's Right to Enforce. During the existence of an Event of Default, Debtor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Collateral Agent, on behalf of Agent, Collateral Agent and the Lenders, shall have the right, but shall have no obligation, to join in any such action. Debtor shall promptly, upon demand, reimburse and indemnify Collateral Agent and the Lenders for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Collateral Agent and the Lenders in connection with the provisions of this Section 11, in the event Collateral Agent, on behalf of Agent, Collateral Agent and the Lenders, elects to join in any such action commenced by Debtor.

12. Power of Attorney. Debtor hereby authorizes and empowers Collateral Agent, on behalf of Agent, Collateral Agent and the Lenders, to make, constitute and appoint any officer or agent of Collateral Agent as Collateral Agent may select, in its exclusive discretion, as Debtor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Debtor's name on all applications, documents, papers and instruments necessary for Collateral Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Collateral Agent, on behalf of Agent, Collateral Agent and the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Collateral Agent's Right to Perform Obligations. If Debtor fails to comply with any of its obligations under this Agreement, Collateral Agent, on behalf of the Lenders, may, but is not obligated to, do so in Debtor's name or in the name of Collateral Agent, on behalf of Agent, Collateral Agent and the Lenders, but at Debtor's expense, and Debtor hereby agrees to reimburse Collateral Agent, upon written request, in full for all expenses, including reasonable attorneys' fees, incurred by Collateral Agent and the Lenders in protecting, defending and maintaining the Collateral.

14. Additional Documents. Debtor shall, upon written request of Collateral Agent, enter into such additional documents or instruments as may be reasonably required by Collateral Agent in order to effectuate, evidence or perfect the interest of Collateral Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Debt shall have been satisfied in full and the Commitment terminated, Debtor shall obtain rights to any new Collateral, the provisions of Section 1 hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Debtor shall give Collateral Agent prompt written notice thereof to the extent that such Collateral is registered with the USPTO, or an application thereto is pending.

16. Modification for New Collateral. Debtor hereby authorizes Collateral Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Section 15 hereof and, at Collateral Agent's request, Debtor shall execute any documents or instruments required by Collateral Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Debtor.

17. Maximum Liability of Debtor. Anything in this Agreement to the contrary notwithstanding, in no event shall the amount of the Debt secured by this Agreement exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Debtor from other affiliates of Borrowers) would not render the rights to payment of Collateral Agent and the Lenders hereunder void, voidable or avoidable under any applicable fraudulent transfer law.

18. No Waiver. No course of dealing between Debtor and Collateral Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Collateral Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. All of the rights and remedies of Collateral Agent and the Lenders with respect to the Collateral, whether established hereby or by the Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

21. Modifications and Conflicts. This Agreement may be amended or modified only by a writing signed by Debtor and Collateral Agent. It is the intent of the parties that the provisions of each of the Loan Documents be effective and that no conflict exist between this Agreement and the Credit Agreement; however, if and to the extent there is, or is perceived to exist, a conflict between the provisions of this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall control.

22. Assignment and Successors. This Agreement shall not be assigned by Debtor without the prior written consent of Collateral Agent. This Agreement shall bind the successors and permitted assigns of Debtor and shall benefit the respective successors and assigns of Collateral Agent and the Lenders. Any attempted assignment or transfer without the prior written consent of Collateral Agent shall be null and void.

23. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Debtor, mailed or delivered to it, addressed to it at the address specified on the signature page of this Agreement (including, with respect to legal notices, a courtesy notice to Dena Bloom, Esq., mailed or delivered to her, addressed to her at Latham & Watkins, 633 West Fifth Street, Suite 4000, Los Angeles, CA 90071, provided that a failure to give such courtesy notice shall have no legal effect hereunder), if to Collateral Agent, mailed or delivered to Collateral Agent, addressed to KeyBank National Association, as Collateral Agent, Key Center, Mail Code OH-01-27-0500, 127 Public Square, Cleveland, Ohio 44114-1306, Attention: Credit Administration - Large Middle Market c/o David C. Spence, Vice President, or if to any Lender, mailed or delivered to it, addressed to the address of such Lender specified on the signature pages of the Credit Agreement, or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or two Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt (if received during a Business Day, otherwise the following Business Day), except that notices pursuant to any of the provisions hereof shall not be effective until received.

24. Governing Law.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio and the respective rights and obligations of Debtor, Collateral Agent, and the Lenders shall be governed by Ohio law, without regard to principles of conflict of laws.

(b) Submission to Jurisdiction. Debtor hereby irrevocably submits to the non-exclusive jurisdiction of any state or federal court sitting in Rochester, New York over any action or proceeding arising out of or relating to this Agreement, the Loan Documents or any Related Writing, and Debtor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. Debtor, on behalf of itself and its Subsidiaries, hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Debtor agrees that a final, non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Revision to Governing Law. After the Closing Date, TCC may request in writing that subpart (a) hereof be amended to make New York the governing law with respect to the Loan Documents. Such amendment shall only be effective if approved by TCC, Agent and the Required Lenders and evidenced by written agreements satisfactory, in form and substance, to TCC, Agent and the Required Lenders.

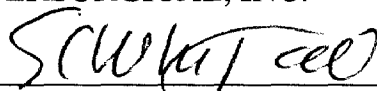
25. Termination. At such time as the Debt shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Lenders, Debtor shall have the right to terminate this Agreement. Upon written request of Debtor, Collateral Agent shall execute and deliver to Debtor all deeds, assignments, and other instruments as may be necessary or proper to release Collateral Agent's security interest in and assignment of the Collateral and to re-vest in Debtor full title to the Collateral, subject to any disposition thereof that may have been made by Collateral Agent, for the benefit of Agent, Collateral Agent and the Lenders, pursuant hereto.

[Remainder of page intentionally left blank.]

26. JURY TRIAL WAIVER. DEBTOR, COLLATERAL AGENT AND THE LENDERS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG COLLATERAL AGENT, THE LENDERS, BORROWERS AND DEBTOR, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO.


IN WITNESS WHEREOF, Debtor has executed this Intellectual Property Collateral Assignment Agreement as of the date first written above at Cleveland, Ohio.

Address: 6140 Stoneridge Mall Road, Suite 590 COOPERSURGICAL, INC.
Pleasanton, CA 94588
Attention: Carol R. Kaufman, Vice
President of Legal Affairs
Telephone: (925) 460-3660
Facsimile: (925) 460-3662

By: 
Stephen C. Whiteford, Vice President

This Agreement is hereby acknowledged
and agreed to by:

KEYBANK NATIONAL ASSOCIATION, as
Collateral Agent

By: 
Albert G. White, III
Senior Vice President

10778060.4

SCHEDULE 1

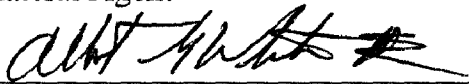
| <u>Mark</u> | <u>Country</u> | <u>Status</u> | <u>Application No.</u> | <u>Registration No.</u> |
|--------------------------------|------------------------------------------------|---------------|------------------------|-------------------------|
| APOLLO | United States | Registered | 75/282568 | 2,398,228 |
| ASPIRETTE | United States | Registered | 75/323302 | 2,182,321 |
| ASTRINGYN | United States | Registered | 74/137499 | 1,763,588 |
| CARDIOBEAT | United States | Registered | 75/083428 | 2,127,733 |
| CERVEILLANCE | United States | Registered | 75/388533 | 2,254,437 |
| COMFORT-FLEX DILATOR | United States | Registered | 75/731125 | 2,364,393 |
| COOPERSURGICAL | United States | Registered | 74/219286 | 1,862,209 |
| CRYO-SURG | United States | Registered | 666,422 | 1,479,500 |
| CYTOBRUSH | United States | Registered | 73/652034 | 1,473,009 |
| DESIGN (arrow) | United States | Registered | 73/682223 | 1,524,346 |
| DESIGN (woman) | United States | Pending | 76/346010 | |
| ENDOLAV | United States | Registered | 76/094918 | 2,464,022 |
| ENDOMED & Design | United States | Registered | 74/219682 | 1,773,532 |
| EURO-MED & Design | United States | Registered | 73/682232 | 1,525,459 |
| FEMEXAM PH AND AMINES TESTCARD | COOPER DOES NOT OWN MARK--LICENSED FROM LITMUS | | | |
| FEMGLIDE | United States | Registered | 75/389620 | 2,243,848 |
| FIRSTBEAT | United States | Registered | 74/696377 | 2,0099,948 |
| FRIGITRONICS | United States | Registered | 247,690 | 836,017 |
| HUI | United States | Registered | 73/465870 | 1,350,497 |
| HUMI | United States | Registered | 73/465875 | 1,347,545 |
| HYSKON | United States | Registered | 72/421144 | 974,821 |
| KRONNER MANIPUJECTOR | United States | Registered | 74/332997 | 1,861,723 |
| LEEP REDIKIT | United States | Registered | 74/144654 | 1,800,611 |
| LEEP SYSTEM 1000 | United States | Registered | 75/881901 | 2,446,079 |
| LEISEGANG | United States | Pending | 76/195402 | |

| <u>Mark</u> | <u>Country</u> | <u>Status</u> | <u>Application No.</u> | <u>Registration No.</u> |
|--------------------|-------------------------------------------------|---------------|------------------------|-------------------------|
| NU-TIP | United States | Registered | 74/403868 | 1,837,797 |
| PAP PERFECT | United States | Registered | 74/011303 | 1,643,154 |
| PIPELLE (Stylized) | United States | Registered | 73/635729 | 1,449,497 |
| PIPELLE DE CORNIER | United States | Registered | 75/323301 | 2,223,484 |
| POTOCKY NEEDLE | United States | Registered | 74/152197 | 1,763,649 |
| PRIMA SERIES | United States | Registered | 75/052230 | 2,036,967 |
| RUMI | United States | Registered | 75/038157 | 2,068,841 |
| SANI-SPEC | United States | Registered | 75/244459 | 2,134,419 |
| THE RUMI SYSTEM | United States | Registered | 75/038155 | 2,068,839 |
| TRIA | United States | Registered | 75/706640 | 2,443,359 |
| UNIMAR | United States | Registered | 73/634022 | 1,446,225 |
| UNIMAR & Design | United States | Registered | 73/634023 | 1,446,226 |
| UTEROBRUSH | United States | Registered | 74/266575 | 1,745,664 |
| VERSATONE | United States | Registered | 73/027773 | 1,009,889 |
| ZEPPELIN | COOPER DOES NOT OWN MARK—LICENSED FROM ZEPPELIN | | | |

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY COLLATERAL AGENT, FOR THE BENEFIT OF AGENT, COLLATERAL AGENT AND THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT AGREEMENT (THE "AGREEMENT"), DATED AS OF MAY 1, 2002, EXECUTED BY COOPERSURGICAL, INC., A DELAWARE CORPORATION ("DEBTOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "COLLATERAL AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF COLLATERAL AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE CREDIT AGREEMENT, HAS OCCURRED AND THAT COLLATERAL AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: _____

Date: _____

ASSIGNMENT

WHEREAS, COOPERSURGICAL, INC., a Delaware corporation ("Debtor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Debtor has executed an Intellectual Property Collateral Assignment Agreement, dated as of May 1, 2002 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of KEYBANK NATIONAL ASSOCIATION, as Collateral Agent for the Lenders, as defined in the Agreement (together with its successors and permitted assigns, "Collateral Agent"), pursuant to which Debtor has granted to Collateral Agent, for the benefit of Agent, Collateral Agent and the Lenders, a security interest in and collateral assignment of the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and collateral assignment of the Collateral is effective as of the date of the Agreement;

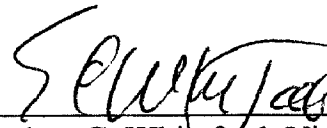
WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and Collateral Agent's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Debtor, its successors and assigns, subject to the limitations stated in the paragraphs immediately following, does hereby transfer, assign and set over unto Collateral Agent, for the benefit of Agent, Collateral Agent and the Lenders, and their respective successors, transferees and assigns, all of its existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, copyright registrations, whether federal or state, and licenses of patents, trademarks, copyrights, trade secrets and technology in which Debtor is either a licensor or licensee; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, proceeds on infringement suits, royalties from licenses, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of Collateral Agent, as provided above, that (a) an Event of Default, as defined in the Credit Agreement, has occurred, and (b) Collateral Agent, on behalf of Agent, Collateral Agent and the Lenders, has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on May 1, 2002.

COOPERSURGICAL, INC.

By: 
Stephen C. Whiteford, Vice President