

10-22-2002



Form PTO-1594
(Rev. 03/01)
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TRADEMARKS ONE

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): **MICD 10-11-02**
SAGE BioPharma, Inc.

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

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

2. Name and address of receiving party(ies)
Name: **CooperSurgical, Inc.**
Internal
Address: _____
Street Address: **95 Corporate Drive**
City: **Trumbull** State: **CT** Zip: **06611**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
2002 OCT 11 AM 10:07
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **10/04/02**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Please see attached.

B. Trademark Registration No.(s)
Please see attached.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **The Cooper Companies, Inc.**
Internal Address: **Carol R. Kaufman**

Street Address: **6140 Stoneridge Mall Road,**
Suite 590
City: **Pleasanton** State: **CA** Zip: **94588**

6. Total number of applications and registrations involved: **13**

7. Total fee (37 CFR 3.41)..... **\$ 340.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

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

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nicholas Pichotta *Nicholas Pichotta* **October 11, 2002**
Name of Person Signing Signature Date

10/21/2002 DBYRNE 00000164 76255454

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

01 FC:8521
02 FC:8522

40.00 OP
300.00 OP

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

TRADEMARK
REEL: 002602 FRAME: 0566

**Trademark Applications/
Abandoned Marks**

| | <u>Serial No.</u> | <u>Registration No.</u> |
|--------------------------------|--------------------------|--------------------------------|
| PURECEPTION | 76-255454 | Pending |
| THE FUTURE OF ART | 76-350909 | Pending |
| SAGE BIOPHARMA | 75-737812 | Pending |
| C | 75-860687 | Abandoned 4/27/01 |
| REPRODUCTIVE MEDICINE FORUM | 76-255178 | Abandoned 2/23/02 |
| MICROTOOLS | 76-260344 | Abandoned 3/5/02 |
| MICROTOOLS | 76-260346 | Abandoned 2/1/02 |

Trademark Registrations

| | <u>Serial No.</u> | <u>Registration No.</u> |
|-----------------------------|--------------------------|--------------------------------|
| QUINN'S ADVANTAGE | 76-068681 | 2,539,562 |
| C | 75-860686 | 2,461,193 |
| SAGE BIOPHARMA | 75-737811 | 2,465,017 |
| QUINN'S | 75-001213 | 2,098,113 |
| QUINN'S BASAL XI HTF MEDIUM | 74-688045 | 2,027,885 |
| QUINN'S HTF MEDIUM | 74-688044 | 2,105,747 |

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is effective as of October 4, 2002 and is between Sage BioPharma, Inc., a Delaware corporation ("Assignor"), and CooperSurgical, Inc., a Delaware corporation ("Assignee").

BACKGROUND

WHEREAS Assignor owns all the trademarks, and the registrations and applications therefore, identified in Schedule A attached hereto (the "Trademarks"); and

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, dated as of October 4, 2002 (the "Purchase Agreement"), among Assignor, Counsel Corporation, Inc., Faro Pharmaceuticals, Inc., CooperSurgical, Inc. ("Cooper"), and Assignee (as designee of Cooper under Section 1.9 of the Purchase Agreement), Assignor has agreed to assign to Assignee, and Assignee has agreed to assume from the Assignor, all of Assignor's right, title and interest in and to the Trademarks, whether registered or at common law, and the United States and foreign trademark applications and trademark registrations therefor, together with the goodwill of the Business (as defined in the Purchase Agreement) symbolized by the Trademarks.

WHEREAS the parties wish to execute and deliver this Assignment for the purposes of assigning the Trademarks from Assignor to Assignee and recording such assignment with the United States Patent and Trademark Office.

NOW, THEREFORE, to effect the transactions contemplated by the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's right, title and interest in and to the Trademarks and the use and registration of such Trademarks, including, without limitation, all of the goodwill associated with or symbolized by the Trademarks, all registrations, applications, extensions and renewals of the Trademarks, the right to sue for past, present and future infringement of the Trademarks and the right to any other claim arising out of or relating to the use and ownership of the Trademarks, and all rights corresponding thereto throughout the world. With respect to the Trademarks for which registration is being sought in the United States under the intent to use provision of the Trademark Act (15 U.S.C. §1051(b)), it is expressly acknowledged that Assignor filed the applications for such registrations with the bona fide intent to use such Trademarks and is assigning such Trademarks as part of the entire business or portion thereof to which those Trademarks pertain.

2. Further Assurances. Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances as may reasonably be requested by Assignee to obtain the full benefit of this Assignment.

3. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4. Governing Law. This Assignment shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable New York conflict of laws principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimile counterpart signatures to this Assignment shall be acceptable and binding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor:

SAGE BIOPHARMA, INC.

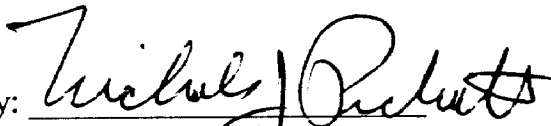
By: _____

Name:

Title:

Assignee:

COOPERSURGICAL, INC.

By: 

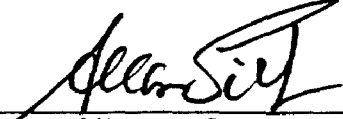
Name: Nicholas Pichotta

Title: President

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor:

SAGE BIOPHARMA, INC.

By: 

Name: *Allan Silber*

Title: *Authorized Representative*

Assignee:

COOPERSURGICAL, INC.

By: _____

Name: Nicholas Pichotta

Title: President

SCHEDULE A

TRADEMARKS

| <u>Trademark</u> | <u>Country</u> | <u>Serial No.</u> | <u>Registration No.</u> |
|--------------------------------|----------------|-------------------|-------------------------|
| PURECEPTION | United States | 76-255454 | Pending |
| QUINN'S ADVANTAGE | United States | 76-068681 | 2,539,562 |
| THE FUTURE OF ART | United States | 76-350909 | Pending |
| C | United States | 75-860686 | 2,461,193 |
| SAGE BIOPHARMA | United States | 75-737812 | Pending |
| SAGE BIOPHARMA | United States | 75-737811 | 2,465,017 |
| QUINN'S | United States | 75-001213 | 2,098,113 |
| QUINN'S BASAL XI HTF MEDIUM | United States | 74-688045 | 2,027,885 |
| QUINN'S HTF MEDIUM | United States | 74-688044 | 2,105,747 |
| C | United States | 75-860687 | Abandoned 4/27/01 |
| REPRODUCTIVE MEDICINE FORUM | United States | 76-255178 | Abandoned 2/23/02 |
| MICROTOOLS | United States | 76-260344 | Abandoned 3/5/02 |
| MICROTOOLS | United States | 76-260346 | Abandoned 2/1/02 |