

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** 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.

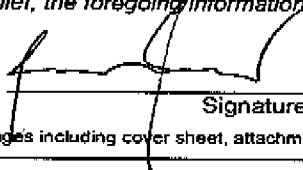
<p>1. Name of conveying party(ies): Timm Medical Technologies, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: SRS Medical Corp.</p> <p>Internal Address: Street Address: 14950 N.E. 95th</p> <p>City: Redmond State: WA Zip: 98052</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: Washington <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes (Designations must be a separate document from assignment) <input type="checkbox"/> No</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: October 15, 2003</p>	

<p>4. Application Number(s) or Registration Number(s): A. Trademark Application No.(s):</p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes</p>	<p>B. Trademark Registration No.(s): 1,510,016 (UROSCAN) 1,571,728 (C3)</p> <p style="text-align: right;">Additional numbers attached? <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Bruce D. Grant MORRISON & FOERSTER LLP</p> <p>Internal Address: Atty. Dkt.: 543810000005 Street Address: 3811 Valley Centre Drive, Suite 500</p> <p>City: San Diego State: CA Zip: 92130-2332</p>	<p>6. Total Number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41) \$ 65.00</p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: 03-1952 referencing 543810000005 (Attach duplicate copy of this page if paying by deposit account)</p>
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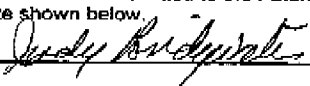
DO NOT USE THIS SPACE

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.

Bruce D. Grant  **October 31, 2003**
 Name of Person Signing Signature Date

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

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, Assignment Services Division, facsimile no. (703) 306-5995, on the date shown below.

Dated: **10/31/03** Signatures:  (Judy Bridgwater)

CH \$65.00 031952 1510016

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment is entered into this 15th day of October, 2003 by and between Timm Medical Technologies, Inc., a Delaware corporation ("Assignor"), and SRS Medical Corp., a Washington corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated the date hereof (the "Purchase Agreement") for the sale by Assignor of the Purchased Assets (as defined in Section 1.01 of the Purchase Agreement) (initially capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement);

WHEREAS, the execution and delivery of this Intellectual Property Assignment is a condition precedent to Assignee's obligations under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor assigns to Assignee, and Assignee hereby accepts such assignment of, Assignor's entire right, title and interest in and to the intellectual property set forth in Schedule A attached hereto and by this reference incorporated herein (the "Intellectual Property").

2. The rights, title and interest assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

3. From time to time after the date hereof, Assignor will execute and deliver, or cause its affiliates to execute and deliver, to Assignee such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Assignee or its counsel in order to vest in Assignee all right, title and interest of Assignor in and to the Intellectual Property in order to carry out the purpose and intent of this Intellectual Property Assignment.

4. This Intellectual Property Assignment, together with the Purchase Agreement and all documents executed in connection with the Purchase Agreement, constitute the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersede and replace any prior agreements and understandings, whether oral or written, between and among them with respect to such matters. Notwithstanding any other provisions of this Intellectual Property Assignment to the contrary, nothing contained in this Intellectual Property Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, reduce or in any way affect the provisions, including warranties,

covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement nor shall this Intellectual Property Assignment reduce, expand or enlarge any remedies under the Purchase Agreement including without limitation any limits on indemnification specified therein. This Intellectual Property Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

5. This Intellectual Property Assignment shall in all respects be construed in accordance with and governed by the laws of the State of California without giving effect to its conflicts-of-laws principles (other than any provisions thereof validating the choice of the laws of the State of California in the governing law).

6. This Intellectual Property Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TIMM MEDICAL TECHNOLOGIES, INC.,
a Delaware corporation

By: William J. Nydam

Name: William J. Nydam

Title: _____

SRS MEDICAL CORP.,
a Washington corporation

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

TIMM MEDICAL TECHNOLOGIES, INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

SRS MEDICAL CORP.,
a Washington corporation

By: 

Name: Kevin M. Connolly

Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE A

INTELLECTUAL PROPERTY

A. U.S. Patent No. 5,184,629; Male Urinary Anti-Incontinence Device and Method
(Date of Patent: February 9, 1993)

B. U.S. Patent No. 5,554,092; Apparatus and Method for Testing and Exercising
Pelvic Muscles (Date of Patent: September 10, 1996)

C. U.S. Patent No. 6,068,581; Method and Apparatus for Testing and Exercising
Pelvic Muscles (Date of Patent: May 30, 2000)

D. The following trademarks and the goodwill associated therewith: Browne™,
UroScan®, C3®, EasyFlo™, EasyPro™, ProDynamic™, StepFree™ and UroBreeze™.