

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dacommed Corporation		06/11/2001	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Conmed Corporation
Street Address:	525 French Road
City:	Utica
State/Country:	NEW YORK
Postal Code:	13502-5994
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1820536	PORT SAVER

CORRESPONDENCE DATA

Fax Number: (248)645-1568
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 248-645-1483
 Email: IPDocket@h2law.com
 Correspondent Name: Howard & Howard
 Address Line 1: 39400 Woodward Ave., Suite 101
 Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER:	60526-014
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NAME OF SUBMITTER:	John P. Seuryck
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Total Attachments: 5
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TRADEMARK

OP \$40.00 1820536

Schedule 6.01 (e) (1)**BILL OF SALE**

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, and Imagyn Medical, Inc., a Delaware Corporation, Imagyn Medical Technologies, Inc., a Delaware corporation, Imagyn Medical Technologies California, Inc., a California corporation, Microsurge, Inc., a Delaware corporation, and Dacomed Corporation, a Minnesota corporation, (collectively "Imagyn"), do hereby bargain, sell, assign, convey, transfer, deliver and set over unto CONMED Corporation, a New York corporation ("Buyer"), pursuant to the Asset Purchase Agreement entered into by and between Imagyn and Buyer on June 11, 2001, (the "Agreement"), all of Imagyn's right, title and interest in and to the following Purchased Assets as defined in the Agreement:

- (a) The fixed assets, machinery, manufacturing equipment, laboratory and test equipment and Imagyn Product specifications, drawings and manufacturing processes documents and office equipment used in the manufacture of the Imagyn Products, as specified in Article II of the Agreement including those items listed on Schedule 2.01 (a) (i);
- (b) The Intellectual Property;
- (c) The records to the extent related to the Imagyn Products and the Purchased Assets;
- (d) The purchase orders to the extent related to the Imagyn Products, the Purchased Assets or the Business issued by or to Imagyn in the ordinary course of business;
- (e) The leases, contracts and written agreements related to the Imagyn Products, the Purchased Assets or the Business as conducted on the Closing Date to the extent transferable (all non-assignable contracts are identified in Schedule 2.01(h) (Non-assignable contracts)), with Imagyn being required to secure the assignment or transfer of all such agreements pursuant to Section 7.02; and

- (f) All product registrations, clearances, import licenses or other consents or approvals related to the Imagyn Products.

All capitalized terms contained herein shall have the definition set forth in the Agreement except as specifically stated herein.

TO HAVE AND TO HOLD said property to Buyer, its successors and assigns, to its and their own use and benefit forever.

The following properties, rights and assets shall not be deemed to be included in or a part of the Purchased Assets; (i) cash; (ii) accounts receivable; (iii) accounts payable; (iv) corporate minute books of Imagyn; and (v) any items listed in Schedule 2.01(a)(ii).

Imagyn hereby warrants that it has good and marketable title in and to, and full right to convey, all of the Purchased Assets, both tangible and intangible, which are the subject matter of this Bill of Sale, free and clear of any liens, claims, interests and encumbrances, except those described by the Agreement, or referred to in the Exhibits and Schedules thereto. Imagyn shall forever warrant and defend said title from and against all persons whomever and indemnify and hold harmless Buyer from any costs, liabilities, claims, demands, judgments or charges, including reasonable attorneys' fees, incurred in defense of said title.

IN WITNESS WHEREOF, Imagyn has caused this Bill of Sale to be executed by its duly authorized officer as of the 6th day of July, 2001.

IMAGYN MEDICAL TECHNOLOGIES, INC.

By: Kenn M. Higgins
 Its: Senior Vice President & General Counsel

STATE OF CALIFORNIA)
) ss.
 COUNTY OF ORANGE)

Before me, a Notary Public in and for said State, on this 6th day of July, 2001, personally appeared Kenn M. Higgins, the SVP + GC of Imagyn Medical Technologies who, being first duly sworn, acknowledged the execution of the foregoing Bill of Sale on behalf of the Corporations and stated in any representations therein are true.

Shirley Cullen
 Notary Public

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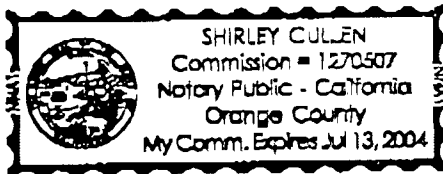


IMAGYN MEDICAL, INC.

By: Kevin M. Higgins
Its: Kevin M. Higgins, President & General Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

Before me, a Notary Public in and for said State, on this 6th day of July, 2001, personally appeared Kevin M. Higgins, the SVP + GC of Imagyn Medical, who, being first duly sworn, acknowledged the execution of the foregoing Bill of Sale on behalf of the Corporations and stated in any representations therein are true.



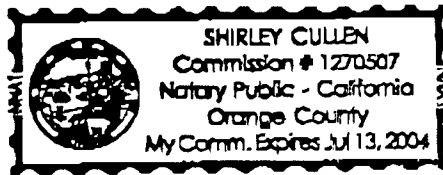
Shirley Cullen
Notary Public

IMAGYN MEDICAL TECHNOLOGIES CALIFORNIA, INC.

By: Kevin M. Higgins
Its: Kevin M. Higgins, President & General Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

Before me, a Notary Public in and for said State, on this 6th day of July, 2001, personally appeared Kevin M. Higgins, the SVP + GC of Imagyn Medical Technologies California, Inc., who, being first duly sworn, acknowledged the execution of the foregoing Bill of Sale on behalf of the Corporations and stated in any representations therein are true.



Shirley Cullen
Notary Public

MICROSURGE, INC.

By: [Signature]
Its: Senior Vice President & General Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

Before me, a Notary Public in and for said State, on this 6th day of July, 2001, personally appeared Kevin M. Higgins the SVP + GC of Microsurge, Inc., who, being first duly sworn, acknowledged the execution of the foregoing Bill of Sale on behalf of the Corporations and stated in any representations therein are true.

[Signature]
Notary Public



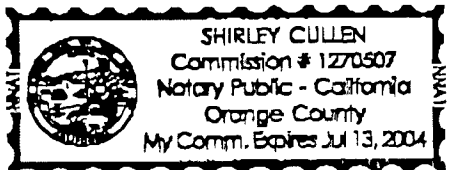
DACOMED CORPORATION

By: [Signature]
Its: Senior Vice President & General Counsel

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

Before me, a Notary Public in and for said State, on this 6th day of July, 2001, personally appeared Kevin M. Higgins the SVP + GC of Dacommed Corporation, who, being first duly sworn, acknowledged the execution of the foregoing Bill of Sale on behalf of the Corporations and stated in any representations therein are true.

[Signature]
Notary Public



United States Registered Trademarks owned by: Microsurge, Inc.

Mark	Registration No.	Ref.
MICROSURGE	1,819,438	838
DETACHATIP	1,828,839	836
DIRECTOR	1,887,566	837
BIPOLIGATOR	2,102,740	630
UNIFORCE	1,944,738	834

United States Registered Trademarks owned by: Dacomed Corporation

Mark	Registration No.	Ref.
<u>PORT SAVER</u>	1,820,536	67
EXAMINE	1,857,228	17
EXPOSE	1,873,719	16
EXTRACT	1,878,220	31
EXCEL	1,980,642	23
EXCEL DR	2,011,191	106

United States Unregistered Trademarks owned by: Imegyn Medical Technologies, Inc.

~~Mark~~
 DETACHAPORT
 PERMACLIP
 TIP TRACKER
 UCS
 UCSII
 ARTICULATOR
 ARTICULATOR 35
 EXHALE
 ACCESS 2
 ACCESS 3
 ACCESS 2.8
 REFLEX ONE
 REFLEX TL
 SMARTSHIELD
 TISSUELOCK
 RICHARD ALLAN
 PIVOTAL

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