

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

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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):
Argus Biomedical Pty Ltd

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

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

2. Name and address of receiving party(ies)
 Name: CooperVision International Holding Internal Company, LP
 Address: Suite #2
 Street Address: Lower Estate Complex
 City: St. Michael State: BARBADOS Zip: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other United Kingdom limited partnership

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

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

Execution Date: February 20, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
76/326099

B. Trademark Registration No.(s)
2,733,989

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Erin M. Clarke, Esq.
 Internal Address: Owen, Wickersham & Erickson
Suite 1910
 Street Address: 455 Market Street
 City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
502333
 (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.

Erin M. Clarke Erin M. Clarke 6/11/04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

Certificate of Transmission

I hereby certify that this paper or file was faxed to the Commissioner for Patent & Trademarks under 37 CFR 1.8 on the date 6/11/04 and is addressed to the Commissioner for Patent & Trademarks, Assignments at Fax 703/0150049
Erin M. Clarke Dated: June 11, 2004

CH \$65.00 502333 76326099

H

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 20 day of February, 2004 by Argus Biomedical Pty Ltd, a company registered under the laws of Western Australia, with its principal office at Lions Eye Institute Building, Level 2, 2 Verdun Street, Nedlands, Perth WA 6009 (the "Assignor"), in favor of CooperVision International Holding Company, LP, a limited partnership organized under the laws of the United Kingdom, with its principal office at Suite #2, Lower Estate Complex, St. Michael, Barbados ("Assignee").

Assignor owns the names "AlphaCor", "AlphaSphere", "OmniCor" and "sPK" and all of the trademark and service mark registrations and applications identified in Schedule 1 attached hereto (the "Trademarks").

H Pursuant to the terms and conditions of the Asset Purchase Agreement, dated as of February 20, 2004, among Assignor and Hydron Pty Ltd, a corporation registered under the laws of Australia (the "Purchase Agreement"). Assignor is transferring certain of the assets of Assignor, including all of the 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, if any, together with all goodwill existing in connection with the Trademarks and symbolized by the Trademarks, to Assignee.

The parties wish to execute and deliver this Assignment for the purpose of assigning the Trademarks and all goodwill related to or symbolized by such Trademarks from Assignor to Assignee.

ACCORDINGLY, 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 of such Trademarks, including, without limitation, all of the goodwill existing in, associated with or symbolized by the Trademarks, including any registrations, applications, extensions and renewals of the Trademarks, the right to sue for past, present and future infringement of the Trademarks, the right to assume any licenses connected with 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.

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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. All questions concerning the construction, interpretation and validity of this Assignment shall be governed by and construed and enforced in accordance with the domestic laws of Western Australia, without giving effect to any choice or conflict of law provision or rule (whether in Western Australia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Western Australia. In furtherance of the foregoing, the internal law of Western Australia will control the interpretation and construction of this Assignment, 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.

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

Executed by ARGUS BIOMEDICAL PTY)
LTD:)

.....
Signature of director

.....
Signature of director/company secretary (please
delete as applicable)

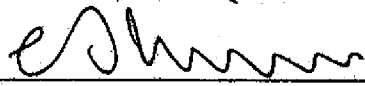
.....
Full name of director(print)

.....
Full name of director/company secretary (print)

ASSIGNEE

**COOPERVISION INTERNATIONAL
HOLDING COMPANY, LP**

By: CooperVision Holdings LLC, its General
Partner

By: 
Name: Christopher Skinner
Title: Vice President

Signed for
Argus Biomedical Pty. Ltd.
by its attorney in the
presence of:

[Signature]
Witness

[Signature]
Attorney

DAVID JEAN GERMAIN
Name (please print)

GEN CONSTABLE
Name (please print)
20/Feb/2004

SCHEDULE 1
TRADEMARKS

AlphaCor

Country	Number	Classes	Next Renewal Due	Date Filed	Status
Australia	885108	10	8/7/2011	8/7/2001	Registered
Canada	1128601	10	n/a	1/21/2002	Application allowed
Europe	2407430	10	10/2/2011	10/2/2001	Registered
Israel	154821	10	1/20/2009	1/20/2002	Registered
Japan	4633516	10	12/27/2012	1/25/2002	Registered
Malaysia	2002-00827	10	8/7/2011	1/23/2002	Pending
Philippines	4-2002-000455	10	n/a	1/18/2002	Under Examination
USA	2,733,989	10	7/8/2013	10/16/2001	Registered

ePK

Country	Number	Classes	Next Renewal Due	Date Filed	Status
Australia	885109	42	8/7/2011	8/7/2001	Registered

AlphaSphere

Country	Number	Classes	Next Renewal Due	Date Filed	Status
Australia	885111	10	8/7/2011	8/7/2001	Registered
Europe	2407856	10	10/2/2011	10/2/2001	Registered
USA	76326099	10	n/a	10/16/2001	Pending, allowance imminent

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