Form PTO-1594 (Rev. 03/05)	
OMB Collection 0651-0027 (exp.	6/3 <u>0/2005)</u>

U.S. DEPARTMENT OF COMMERCE

n PTO-1594 (Rev. 03/05) B Collection 0651-0027 (exp. 6/30/2005)	United States Patent and Trademark Offi			
RECORDATION FO	KM COVER SUCE			
IRADEMA	RKS ONLY			
To the Director of the U. S. Patent and Trademark Office: Plea	ase record the attached documents or the new address(es) below.			
Name of conveying party(les):	2. Name and address of receiving party(ies)			
ism Enterprises, Inc.	Additional names, addresses, or citizenship attached?			
	Name: KeyBank National Association			
□ Individual(e) □ Association	Internal Address:			
	Street Address: 127 Public Square			
The California and California	City: Cleveland			
Corporation- State: <u>Delaware</u> Other				
•	State: OH			
itizenship (see guidelines)	Country: <u>USA</u>			
dditional names of conveying parties attached? Yes V	General Partnership Citizenship			
. Nature of conveyance)/Execution Date(s) :	Limited Partnership Citizenship			
xecution Date(s) 01/06/05	Corporation Citizenship			
	OtherCltizenship			
Assignment	Lis			
[A] George value	representative designation is attached: Yes No (Designations must be a separate document from assignment			
Other 4. Application number(s) or registration number(s) a	and identification or description of the Trademark.			
4. Application number(s) or registration number(s) a				
A. Trademark Application No.(s)	1,909,538; 2,388,098; 2,243,343			
	Additional sheet(s) attached? Yes V			
C. Identification or Description of Trademark(s) (and Fil	ing Date if Application or Registration Number is unknown):			
tute whom corresponden	ce 6. Total number of applications and			
Name & address of party to whom corresponden concerning document should be mailed:	registrations involved:			
Name: James R. Mix.				
Internal Address: Jones Day	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$_90.00			
Internal Additions. State Stat	Authorized to be charged by credit card			
Street Address: 901 Lakeside Avenue	Authorized to be charged to deposit account			
Street Address: 901 Lansaute Avenue	Enclosed			
	8. Payment Information:			
City: Cleveland Zip: 44114 Zip: 44114	a. Credit Card Last 4 Numbers Expiration Date			
State: OH				
Phone Number: <u>216-586-3939</u>	b. Deposit Account Number 50-1432			
Fax Number: 216-579-0112	Authorized User Name James R. Mix			
Email Address: jrmix@jonesday.com	4/6/05			
9, Signature: Signature	/ / Date			
	Total number of pages including cover			
James R. Mix (Int. Bijling Ref.: 60173	55-049099)} Total number of pages inducing 65-049099)} sheet, attachments, and document:			

COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS, dated as of January _______. 2005 ("Agreement"), between Prism Enterprises, Inc., a Delaware corporation (f/k/a Prism Enterprises LP) (together with its successors and assigns, the "Assignor"), and KEYBANK NATIONAL (together with its successors and assigns in such capacity, the ASSOCIATION, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

- (1) This Agreement is made pursuant to the Credit Agreement, dated as of January 2, 2005 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among THE COOPER COMPANIES, INC., a Delaware corporation, the lenders party thereto (the "Lenders"), the Administrative Agent, KEYBANK NATIONAL ASSOCIATION and J. P. MORGAN SECURITIES Administrative Agent, KEYBANK NATIONAL ASSOCIATION as Syndication Agent, and CALYON INC., as Co-Lead Arrangers, JPMORGAN CHASE BANK, N.A., as Syndication Agent, and CALYON NEW YORK BRANCH, UNION BANK OF CALIFORNIA, N.A. and HSBC BANK USA, NATIONAL ASSOCIATION, as Co-Documentation Agents.
- (2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of January 42, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

- Section 1. <u>Defined Terms</u>. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.
- Section 2. <u>Assignment and Grant of Security Interest</u>. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby collaterally assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:
 - (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
 - (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on <u>Schedule A</u> to this Agreement);
 - (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

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- (iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;
 - (v) all registrations and recordings with respect to any of the foregoing;
 - (vi) all reissues, extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other Assignor relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;
 - (viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
 - (ix) all rights to sue for past, present or future infringements of any of the foregoing;
 - (x) all good will related to any of the foregoing;
 - (xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and
 - (xii) all proceeds of any and all of the foregoing.
- Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms Creditors. In the event of such Security Agreement, the terms and provisions of such Security Agreement shall and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall be
- Section 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York, without application of the rules regarding conflicts of laws (other than section 5-1401 of the New York General Obligations Law).
- Section 5. <u>JURY TRIAL WAIVER</u>. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.	
PRISM ENTERPRISES, INC.	

By: Name: Carol R. Kaufman
Title: Vice President and Secretary

Trademark Assignment

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

PRISM ENTERPRISES, INC.

By: Name: Carol R. Kaufman

Title: Vice President and Secretary

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION, as Administrative Agent

Name

mei Michael J. Vegt

Title:

Assistant Vice President

Schedule A to Collateral Assignment of Prism Enterprises, Inc. (formerly Prism Enterprises, LP) Trademarks

		Country	Application or Registration Number	Application or Registration Filing Date
Grantor Prism Enterprises, Inc. (formerly Prism Enterprises,	Mushroom® Prism Healthcare® Warm Gel®	United States United States United States	2,243,343 2,388,098 1,909,538	5/4/1999 9/19/2000 8/1/1995

REGORDED: 04/07/2005

TRADEMARK REEL: 003086 FRAME: 0562