

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Estate of Leonard I. Malis		10/12/2005	ESTATE: NEW YORK
RECEIVING PARTY DATA			
Name:	Synergetics IP, Inc.		
Street Address:	3845 Corporate Centre Drive		
City:	O'Fallon		
State/Country:	MISSOURI		
Postal Code:	63368		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	873123	MALIS	
Registration Number:	1644328	MALIS	
CORRESPONDENCE DATA			
Fax Number:	(314)621-5065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-621-5070		
Email:	gashbrook@armstrongteasdale.com		
Correspondent Name:	Marta I. Burgin		
Address Line 1:	One Metropolitan Square, Suite 2600		
Address Line 4:	St. Louis, MISSOURI 63102-2740		
ATTORNEY DOCKET NUMBER:	17067-2		
NAME OF SUBMITTER:	Marta I. Burgin		
Signature:	/MIB-ATLLP/		
Date:	10/14/2005		

CH \$65.00 873123

Total Attachments: 5

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EXECUTION COPY

ASSIGNMENT OF TRADEMARKS

This Assignment is made as of October 12, 2005, by the Estate of Leonard I. Malis ("ASSIGNOR"), to Synergetics IP, Inc., a Delaware corporation, with a principal business address at 3845 Corporate Centre Drive, O'Fallon, Missouri 63368 ("ASSIGNEE").

WHEREAS, ASSIGNOR has good, valid and exclusive title in and to the MALIS trademark, including all common law rights therein; all rights in the U.S. registrations thereof listed on Exhibit A, attached hereto and made a part hereof, and all renewals thereof; all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits); the right to sue for past, present and future infringements; and all other rights corresponding therein throughout the world (collectively, the "Mark") and the goodwill of the business associated therewith;

WHEREAS, Dr. Leonard I. Malis and Valley Forge Scientific Corp. ("VLF") entered into that certain Option Agreement dated October 22, 2004 wherein Dr. Malis granted to VLF the option to acquire the Mark according to the terms and conditions set forth therein (the "Option Agreement"), which is incorporated herein by reference;

WHEREAS, VLF properly exercised its option to acquire the Mark on September 13, 2005, and ASSIGNEE, as wholly owned subsidiary to the successor in interest to VLF, Synergetics USA, Inc., wishes to acquire the same;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, does hereby assign, sell, and transfer to ASSIGNEE, its successors and assigns, all right, title and interest in and to the Mark together with the goodwill of the business associated therewith.

ASSIGNOR covenants that ASSIGNOR will do, execute and deliver, or will cause to be done, executed and delivered, at ASSIGNEE's expense, all such further reasonable acts or documentation for the better of assuring, conveying and confirming unto ASSIGNEE, the entire right, title and interest in the Mark as ASSIGNEE may reasonably require.

EXECUTION COPY

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment.

ESTATE OF LEONARD I. MALIS

Ruth Malis
By: Ruth Malis, as Preliminary Executor

EXECUTION COPY

Exhibit A

TRADEMARK SCHEDULE

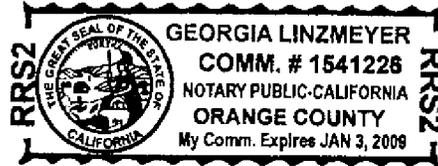
<u>MARK</u>	<u>REGISTRATION NO.</u>
MALIS	U.S. Reg. No. 873,123
MALIS	U.S. Reg. No. 1,644,328

EXECUTION COPY

STATE OF CALIF)
) ss.:
COUNTY OF Los Angeles)

On the 11th day of October, 9 in the year 2005 before me, the undersigned, personally appeared Ruth Malis, as Preliminary Executor of the Estate of Leonard I. Malis, deceased, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of CALIF, County of Los Angeles.

Notary Public Georgia Linzmeier



C20 (Rev. 4/05)

**SURROGATE'S COURT OF THE STATE OF NEW YORK
QUEENS COUNTY**

File #: 2005-3866

CERTIFICATE OF APPOINTMENT OF EXECUTOR(S)

IT IS HEREBY CERTIFIED that Letters in the estate of the Decedent named below have been granted by this court, as follows:

Name of Decedent: **Leonard Irving Malis** Date of Death: **September 12, 2005**
AKA Leonard I Malis

Domicile of Decedent: **Queens County**

Fiduciary Appointed: **Ruth Malis**
Mailing Address: 219-44 Peck Ave
Hollis Hills NY 11427

Type of Letters Issued: **PRELIMINARY LETTERS TESTAMENTARY**

Letters Issued On: **September 22, 2005**

Limitations: **These Preliminary Letters will expire 180 Days after the original date of issuance. The Fiduciary cannot pay or satisfy a legacy or distributive share, or sell or otherwise dispose of property specifically bequeathed or devised except with the written consent of the specific legatee or devisee or by Court Order**

and such Letters are unrevoked and in full force as of this date.

Dated: September 23, 2005

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Queens Surrogate's Court at Jamaica, New York.

WITNESS, Hon. Robert L Nahman, Judge of the Queens Surrogate's Court.



Alicemarie Rice, Chief Clerk
Queens Surrogate's Court

This Certificate is Not Valid Without the Raised Seal of the Queens County Surrogate's Court