

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/10/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Inlet Medical, Incorporated		10/06/2005	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	CooperSurgical Acquisition Corp.
Street Address:	6140 Stoneridge Mall, Suite 590
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	78695503	CARTER-THOMASON CLOSURE SYSTEM
Serial Number:	78695771	CARTER-THOMASON CLOSURE SYSTEM XL
Serial Number:	78695815	CHOOSE BETTER OUTCOMES
Serial Number:	78695879	PATIENT CONNECTIONS
Serial Number:	78695920	SIMPLY THE BEST WAY TO CLOSE TROCAR WOUNDS
Serial Number:	78695934	GOING TO NEW LENGTHS IN TROCAR WOUND CLOSURE
Registration Number:	2605591	INLET CLOSURE
Registration Number:	2610062	INVESTA
Registration Number:	2365794	METRA PS
Registration Number:	2625424	ELEVEST
Registration Number:	2517807	PILOT
Registration Number:	1929914	CARTER-THOMASON
Registration Number:	2810684	AVESTA

CH \$365.00 78695503

Registration Number:

1891670

INLET

CORRESPONDENCE DATA

Fax Number: (415)882-3232

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-882-3200

Email: tmlegal3@owe.com

Correspondent Name: Gregory N. Owen, Esq.

Address Line 1: 455 Market Street

Address Line 2: Suite 1910

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:

COOPS 90001

NAME OF SUBMITTER:

Gregory N. Owen

Signature:

/Gregory N. Owen/

Date:

01/27/2006

Total Attachments: 12

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AGREEMENT OF MERGER

AMONG

COOPERSURGICAL ACQUISITION CORP.,

INLET MEDICAL ACQUISITION CORP.,

AND

INLET MEDICAL, INCORPORATED

as of

OCTOBER 10, 2005

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“**transferee**” (within the meaning of Section 6901 of the Code or any other applicable Law) of another Person, (B) being a member of an affiliated, combined, consolidated or unitary group or (C) a contractual arrangement or otherwise. “**Tax Return**” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

5.11 Title to Assets, Properties and Rights and Related Matters.

Other than the Intellectual Property Rights (which are subject to the representations and warranties set forth in Section 5.13 below), the Company has good title to all assets, properties and interests in properties, real, personal or mixed, reflected on the Audited Financial Statements or acquired after the date of the Latest Balance Sheet and required for the conduct of the Business as currently conducted (except Inventory or other property sold or otherwise disposed of since such date in the ordinary course of business and accounts receivable and notes receivable paid in full subsequent to such date), free and clear of all Encumbrances, of any kind or character, except for those Encumbrances set forth on Schedule 5.11. There does not exist any condition that interferes with the economic value or use of any such assets. Except as set forth on Schedule 5.11 and other than Inventory and supplies in transit in the ordinary course of business, all tangible personal property is located at the Facility. Attached as part of Schedule 5.11 is a list of machinery, equipment and other fixed assets of the Company.

5.12 Real Property-Owned or Leased.

(a) The Company does not own any real property. The Company has a leasehold interest in the Company’s existing facility at 10340 Viking Drive, Suite 125, Eden Prairie, Minnesota, 55344 (the “**Facility**”). The Facility constitutes all real property occupied by the Company in connection with the Business.

(b) With respect to the Facility except as set forth in Schedule 5.12:

(i) to the Best Knowledge of the Company, no portion thereof is subject to any pending condemnation Proceeding or Proceeding by any public or quasi-public authority and, to the Best Knowledge of the Company, there is no threatened condemnation or Proceeding with respect thereto;

(ii) to the Best Knowledge of the Company, the physical condition of the Facility is sufficient to permit the continued conduct of the Business as presently conducted, subject to the provision of usual and customary maintenance and repair performed in the ordinary course with respect to similar properties of like age and construction;

(iii) the Company is the owner and holder of all leasehold estates purported to be granted by its lease for the Facility and such lease is in full force and effect and constitutes a valid and binding obligation of the Company and the other parties thereto;

(iv) there are no Contracts, written or oral, to which the Company is a party, granting to any other Person the right of use or occupancy of any portion of the Facility;

(v) there are no parties other than the Company in possession of the Facility; and

(vi) the lease for the Facility expires April 30, 2008.

5.13 Intellectual Property.

(a) Except in each case as set forth on Schedule 5.13(a):

(i) the Company owns, has the right to use, sell, license and dispose of, and has the right to bring actions for the infringement of, all Intellectual Property Rights (as defined below) necessary or required for the conduct of the Business as currently conducted (collectively, the "Owned Requisite Rights"), other than those Intellectual Property Rights for which the Company has a valid license, all of which are listed on Schedule 5.13(a) (collectively, the "Licensed Requisite Rights"; and together with the Owned Requisite Rights, the "Requisite Rights"), and such rights to use, sell, license, dispose of and bring actions are exclusive with respect to the Owned Requisite Rights;

(ii) the Company's Requisite Rights, all of which are listed on Schedule 5.13(a), are sufficient for the conduct of the Business as currently conducted;

(iii) each application for the issuance of letters patent in the United States made by the Company has been made in a timely and proper manner;

(iv) there are no royalties, honoraria, fees or other payments payable by the Company to any Person by reason of the ownership, use, license, sale or disposition of the Company's Owned Requisite Rights or Licensed Requisite Rights (not including any fees required by any governmental agency therefor);

(v) no activity, service or procedure currently conducted by the Company violates any contract, instrument, license, commitment, lease or similar document of the Company with any third Person relating to any Intellectual Property Rights, all of which are listed on Schedule 5.13(a), or, to the Best Knowledge of the Company, infringe any Intellectual Property Rights of any other Person;

(vi) the Company has taken the steps described on Schedule 5.13(a) designed to safeguard and maintain (i) the secrecy and confidentiality of the Company's Confidential or Proprietary Information and (ii) the proprietary rights of the Company in all of its Owned Requisite Rights;

(vii) to the Best Knowledge of the Company, the Company has not infringed upon, misappropriated or otherwise violated any Intellectual Property Rights of any Person or committed any acts of unfair competition;

(viii) the Company has not received from any Person in the past five (5) years any notice, charge, complaint, claim or assertion thereof, and no such claim is impliedly threatened by an offer to license from another Person under a claim of use; and

(ix) the Company has not sent to any Person in the past five years, or otherwise communicated to any Person, any notice, charge, complaint, claim or other assertion of any present, impending or threatened infringement by or misappropriation of, or other conflict with, any Intellectual Property Rights of the Company by such other Person or any acts of unfair competition by such other Person, nor, to the Best Knowledge of the Company or the Shareholders, is any such infringement, misappropriation, violation or act of unfair competition occurring or threatened.

(b) Schedule 5.13(b) contains a true and complete list of all applications, filings and other formal actions made or taken pursuant to any Laws or with private organizations dealing with domain names by the Company to perfect or protect its interest in its Intellectual Property Rights, including all domain names, patents, trademarks, service marks and applications for the foregoing copyrights and copyright registrations.

5.14 Agreements, No Defaults, Etc.

(a) Schedule 5.14 contains a true and complete list of all written or oral Contracts to which the Company is a party and (x) which were entered into or made outside the ordinary course of business, or (y) which were entered into or made in the ordinary course of business and are described in clauses (i) through (xviii) of this Section 5.14. Except as set forth on Schedule 5.14, the Company is not a party to any of the following:

(i) distributorship, dealer, sales, advertising, agency, manufacturer's representative or other Contract relating to the payment of a commission;

(ii) collective bargaining agreement or other Contract with or commitment to any labor union or proposed labor union;

(iii) Contract or commitment for the employment of any officer, employee or consultant or any other type of Contract or understanding with any officer, employee or consultant, including any agreement or understanding relating to severance payments;

(iv) formal or informal profit sharing, bonus, stock option, pension, retirement, disability, stock purchase, hospitalization, insurance or similar plan or agreement providing benefits to any current or former director, officer, employee or consultant, whether or not subject to ERISA;

(v) Contract or commitment for the borrowing of money, for a line of credit or for a leasing transaction of a type required to be capitalized in accordance with Statement of Financial Accounting Standards No. 13 of the Financial Accounting Standards Board;

(vi) Contract or commitment for charitable contributions in excess of \$1,000;

(vii) Contract or commitment for capital expenditures in excess of \$10,000 except as set forth on Schedule 5.9;

Schedule 5.13(a) Owned and Licensed Intellectual Property Rights

This disclosure identifies owned patents, trademarks, tradenames, servicemarks, domain names, and applications for all of the foregoing. This disclosure does not identify copyrights, trade dress, logos, designs, goodwill connected with the foregoing, know-how, trade secrets, proprietary processes or formulae, confidential information, franchises, inventions, instructions, marketing materials, documentation or media constituting, describing or relating to the foregoing, including manuals, memoranda and records, or other intellectual property.

I. OWNED PATENTS

<u>U.S. Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
6,383,199	Devices for investing within ligaments for retracting and reinforcing the same	May 7, 2002
6,183,485	Insertable suture passing grasping probe and methodology for using same	February 6, 2001
5,954,734	Insertable suture passing grasping probe and methodology for using same	September 21, 1999
5,899,911	Method of using needle-point suture passer to retract and reinforce ligaments	May 4, 1999
5,827,299	Insertable suture passing grasping probe and methodology for using same	October 27, 1998
5,772,678	Retractable disposable tip reusable trocar obturator	June 30, 1998
Des. 385,627	Medical instrument handle	October 28, 1997
5,507,758	Insertable suture grasping probe guide, and methodology for using same	April 16, 1996
5,496,335	Insertable suture passing grasping probe and methodology for using same	March 5, 1996
5,364,341	Irrigation/aspiration valve and probe for laparoscopy	November 15, 1994
5,241,990	Irrigation/aspiration valve and probe for laparoscopy	September 7, 1993

II. REGISTERED TRADEMARKS**A. REGISTRATIONS**

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
2,810,684 ✓	AVESTA	February 3, 2004

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2,605,591 ✓	INLET CLOSESURE	August 6, 2002
2,610,062 ✓	INVESTA	August 20, 2002
2,365,794 ✓	METRA PS	July 11, 2000
2,625,424 ✓	ELEVEST	September 24, 2002
2,517,807 ✓	PILOT	December 11, 2001
1,891,670 ✓	INLET	April 25, 1995
1,929,914 ✓	CARTER-THOMASON	October 24, 1995
39,519,092	CARTER-THOMASON	May 23, 1996 (Germany)

B. APPLICATIONS

<u>Application No.</u>	<u>Mark</u>	<u>Issue Date</u>
78/695,934 ✓	GOING TO NEW LENGTHS IN TROCAR WOUND CLOSURE	August 18, 2005
78/695,920 ✓	SIMPLY THE BEST WAY TO CLOSE TROCAR WOUNDS	August 18, 2005
78/695,879 ✓	PATIENT CONNECTIONS	August 18, 2005
78/695,815 ✓	CHOOSE BETTER OUTCOMES	August 18, 2005
78/695,771 ✓	CARTER-THOMASON CLOSESURE SYSTEM XL	August 18, 2005
78/695,503 ✓	CARTER-THOMASON CLOSESURE SYSTEM	August 18, 2005

C. UNREGISTERED TRADEMARKS

Below is a list of unregistered trademarks used by the Company. The Company makes no representation or warranty whatsoever regarding its ability to register such unregistered trademarks, or whether such unregistered trademarks infringe intellectual property rights of others.

- E-Z PASS (*The Company understands that the EZ-PASS trademark may not be registrable because Cook Incorporated owns several potentially conflicting trademark registrations.*)
- DuoGrasp
- DuoTie

- MetraPass
- MetraGrasp
- MetraTie
- UPLIFT
- Matching Patients with Physicians Every Day
- Your First Choice for Uterine Prolapse Repair
- For Uterine Suspension that Holds
- Restore Vaginal Vault Support, Naturally
- Putting Full-Thickness Trocar Wound Closure Within Reach
- Partnering with Gynecologists...Innovating for Women

III. DOMAIN NAME REGISTRATIONS

<u>Domain Name</u>	<u>Registrant</u>	<u>Expiration Date</u>
InletMedical.com	Inlet Medical, Inc.	February 5, 2006
InletMedical.org	Inlet Medical, Inc.	February 5, 2006
aboutbariatricsurgery.com	Inlet Medical, Inc.	December 17, 2006
carter-thomason.com	Inlet Medical, Inc.	March 22, 2006
carterthomason.com	Inlet Medical, Inc.	March 22, 2006
doctors4women.com	Inlet Medical, Inc.	April 3, 2009
doctors4women.net	Inlet Medical, Inc.	April 3, 2009
doctors4women.org	Inlet Medical, Inc.	April 3, 2009
dysmenorrhea.net	Inlet Medical, Inc.	August 22, 2008
dysmenorrhea.org	Inlet Medical, Inc.	August 22, 2008
dyspareunia.com	Inlet Medical, Inc.	July 27, 2008
dyspareunia.net	Inlet Medical, Inc.	August 22, 2008
dyspareunia.org	Inlet Medical, Inc.	August 22, 2008
elevest.com	Inlet Medical, Inc.	August 6, 2008

IV. LICENSED INTELLECTUAL PROPERTY

None.

(a)(viii)(ix)

On September 4, 2004, on behalf of the Company, Leonard, Street and Deinard sent a letter to Dexterity Surgical Inc. ("Dexterity"), a former distributor of the Company's products, demanding that Dexterity cease and desist delivering other parties' products in response to specific orders or requests for the products of the Company. Since then, the Company has not received any information regarding further problems with Dexterity.

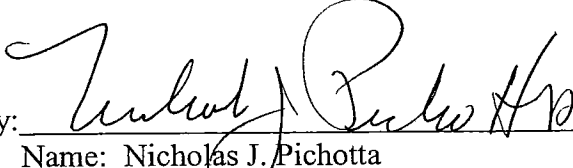
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On December 15, 2003, on behalf of the Company, Cislo & Thomas LLP sent a cease and desist letter to Souhail Toubia, M.D., CEO/President, Allez Medical Applications, alleging infringement on Company patents nos. 5,496,335; 5,507,758; 5,827,299; and D385,627 and demanding Allez Medical Applications cease and desist from making, using, selling, offering to sell and/or importing of Allez catalog items that allegedly infringed Company patents. Subsequent correspondence was exchanged between the Company and Allez Medical Applications. The last letter dated March 11, 2004 was sent by Allez Medical Applications and denied claims of non-infringement by Allez and alternatively alleged that certain Company patents were invalid. Since this date, the Company has not pursued the matter further and has not received any correspondence from Allez.

A company named Elmed Inc, 60 West Fay Ave, Addison, IL 60101 has announced a new product that appears to be a copy of the Company's reusable products. The Company's IP counsel, Dan Cislo, is in the process of sending out a cease & desist letter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Merger as of the date first written above.

**COOPERSURGICAL ACQUISITION
CORP.**

By: 
Name: Nicholas J. Pichotta
Title: Chief Executive Officer

**INLET MEDICAL ACQUISITION
CORP.**

By: _____
Name:
Title:

INLET MEDICAL, INCORPORATED

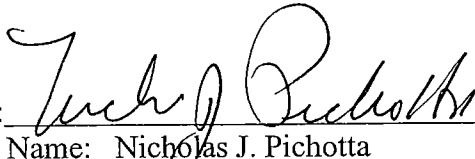
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Merger as of the date first written above.

**COOPERSURGICAL ACQUISITION
CORP.**

By: _____
Name:
Title:

**INLET MEDICAL ACQUISITION
CORP.**

By:  _____
Name: Nicholas J. Pichotta
Title: President & Chairman

INLET MEDICAL, INCORPORATED

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Merger as of the date first written above.

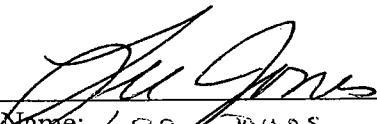
**COOPERSURGICAL ACQUISITION
CORP.**

By: _____
Name:
Title:

**INLET MEDICAL ACQUISITION
CORP.**

By: _____
Name:
Title:

INLET MEDICAL, INCORPORATED

By:  _____
Name: Lee Jones
Title: CEO and President