

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
PLG Partners		07/31/2006	PARTNERSHIP: VERMONT
RECEIVING PARTY DATA			
Name:	CooperSurgical Acquisition Corp.		
Street Address:	95 Corporate Drive		
City:	Trumbull		
State/Country:	CONNECTICUT		
Postal Code:	06611		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2034197	SELECTCELLS STANDARD	
Registration Number:	2294267	SELECTCELLS MINI	
Registration Number:	2034199	SELECTMUCUS	
Registration Number:	2034198	SELECT IUI	
Registration Number:	2688639	THECURVE	
CORRESPONDENCE DATA			
Fax Number:	(212)732-3232		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-732-3200		
Email:	melnick@clm.com		
Correspondent Name:	Diane B. Melnick		
Address Line 1:	2 Wall St.		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	COO17 025		

CH \$140.00 2034197

NAME OF SUBMITTER:	Diane B. Melnick
Signature:	/diane melnick/
Date:	08/03/2006
Total Attachments: 5 source=SELECT MEDICAL Trademark Assignment Agreement with Schedule -- signed#page1.tif source=SELECT MEDICAL Trademark Assignment Agreement with Schedule -- signed#page2.tif source=SELECT MEDICAL Trademark Assignment Agreement with Schedule -- signed#page3.tif source=SELECT MEDICAL Trademark Assignment Agreement with Schedule -- signed#page4.tif source=SELECT MEDICAL Trademark Assignment Agreement with Schedule -- signed#page5.tif	

EXHIBIT A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 31st day of July, 2006 (the "Closing Date"), by PLG Partners, a Vermont partnership, with its principal office at 30 Winter Sport Lane, Williston, VT 05495-0966 ("Assignor"), in favor of CooperSurgical Acquisition Corp., a corporation organized under the laws of the State of Delaware, with its principal office at 95 Corporate Drive, Trumbull, CT 06611 ("Assignee").

Assignors own all of the trademarks identified in Schedule 1 attached hereto (the "Trademarks");

Assignee wishes to acquire and Assignors wish to assign to Assignee all of Assignors' right, title and interest in and to the Trademarks, whether registered or at common law, and the United States trademark applications and trademark registrations therefor, and all goodwill related to or symbolized by such Trademarks;

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 Assignors to Assignee; and

NOW, THEREFORE, to effect the transactions contemplated hereby 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 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.

2. Further Assurances. Assignor shall 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 assigns.

4. Governing Law. This Assignment shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable New York conflict of laws principles) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

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:

PLG PARTNERS

By:

Name:

Michel Lajeunesse
Michel Lajeunesse

By:

Name:

Monique Girard
Monique Girard

By:

Name:

Antoinette Prince
Antoinette Prince, Prince S.A.S.

ASSIGNEE:

COOPERSURGICAL ACQUISITION
CORP.

By: _____

Name: _____

Title: _____

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:

PLG PARTNERS

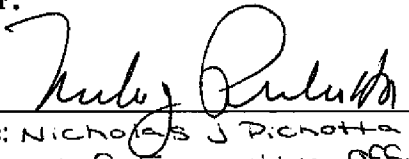
By: _____
Name: Michel Lajeunesse

By: _____
Name: Monique Girard

By: _____
Name: Antoinette Prince, Prince S.A.S.

ASSIGNEE:

**COOPERSURGICAL ACQUISITION
CORP.**

By: 
Name: NICHOLAS J. DiChotta
Title: Chief Executive Officer

SCHEDULE 1

TRADEMARKS

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
SELECTCELLS STANDARD®	74-580011	2,034,197	01/28/97
SELECTCELLS MINI®	75-519838	2,294,267	11/23/99
SELECTMUCUS®	74-580015	2,034,199	01/28/97
SELECT IUI®	74-580012	2,034,198	01/28/97
THECURVE®	76-414932	2,688,639	02/18/03