

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Stock Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lone Star Medical Products, Inc.		10/17/2006	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CooperSurgical Acquisition Corp.		
<b>Street Address:</b>	95 Corporate Drive		
<b>City:</b>	Trumbull		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06611		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3138689	LONE STAR MEDICAL PRODUCTS	
Registration Number:	2928779	LSMP	
Registration Number:	2928780	REFINING THE ART OF SURGERY	
Registration Number:	2928781		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)882-3232		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-882-3200		
<b>Email:</b>	tmparalegal2@owe.com		
<b>Correspondent Name:</b>	Owen, Wickersham & Erickson, P.C.		
<b>Address Line 1:</b>	455 Market Street, Suite 1910		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	COOPS 90001		
<b>NAME OF SUBMITTER:</b>	Gregory N. Owen		

**CH \$115.00 3138689**

Signature:

/Gregory N. Owen/

Date:

10/26/2007

**Total Attachments: 6**

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STOCK PURCHASE AGREEMENT

AMONG

COOPERSURGICAL ACQUISITION CORP.,  
COOPERSURGICAL, INC.

LONE STAR MEDICAL PRODUCTS, INC.,  
THE EXISTING SHAREHOLDERS AND OPTIONHOLDERS  
OF LONE STAR MEDICAL PRODUCTS, INC.,

AND

R. TERRY BELL, AS THE SHAREHOLDERS' REPRESENTATIVE

DATED AS OF

October 17, 2006

STOCK PURCHASE AGREEMENT dated as of October 17, 2006, among CooperSurgical Acquisition Corp., a Delaware corporation (the "Purchaser"), CooperSurgical, Inc., a Delaware corporation (the "Guarantor"), Lone Star Medical Products, Inc., a Texas corporation (the "Company"), the holders of all common stock ("Existing Shareholders") and all Convertible Securities ("Optionholders" and, collectively with the Existing Shareholders, the "Shareholders") of the Company, each of whom is listed on the signature page of this Agreement and R. Terry Bell, as representative of the Shareholders.

## PREAMBLE

The Company is engaged in the business (the "Business") of manufacturing, distributing and selling various surgical products, veterinary and research surgical products and the process isolation bubble system (the "Products"), as well as contract manufacturing in which the Company manufactures products for third parties.

The Existing Shareholders are the beneficial and record holders of 46,718 shares of common stock, \$1.00 par value, of the Company (the "Common Stock"), which constitute all of the outstanding capital stock of the Company prior to the conversion, exercise or exchange of any Convertible Securities. The Optionholders hold options to purchase an additional 17,349 shares of the Common Stock.

The Shareholders desire to sell to the Purchaser, and the Purchaser desires to purchase from the Shareholders, all of the outstanding capital stock of the Company and all capital stock of the Company that an Optionholder may acquire on conversion, exercise or exchange of a Convertible Security, subject to the Purchaser's payment of the Purchase Price, and on the terms and subject to the conditions contained in this Agreement.

ACCORDINGLY, in consideration of the premises and the mutual representations hereinafter set forth, the parties hereto hereby agree as follows:

## ARTICLE I

### PURCHASE AND SALE OF SHARES; GENERAL; SHAREHOLDERS' REPRESENTATIVE

#### **1.1 Transfer of Shares.**

On the terms and subject to the conditions contained in this Agreement, at the Closing the Shareholders shall sell, transfer, convey and assign to the Purchaser, free and clear of adverse claims and all other Encumbrances, and the Purchaser shall purchase and acquire from the Shareholders, all of their right, title and interest in the Common Stock (the "Sale").

(ix) the Facility abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the Facility;

(x) no written notice of any increase in the assessed valuation of the Facility or of any special assessment thereof has been received by any Shareholder or the Company.

(c) The Company does not lease any real property.

### 6.13 **Intellectual Property.**

(a) Except in each case as set forth on Schedule 6.13(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 (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 6.13(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 6.13(a), are sufficient for the conduct of the Business as currently conducted;

(iii) the Company has made timely and proper application for issuance of letters patent in the United States for all patentable inventions for which it has sought a patent included within its Owned Requisite Rights;

(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;

(v) no activity, service or procedure currently conducted or currently proposed to be conducted by the Company violates or shall violate 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 6.13(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 6.13(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 interfered with, infringed upon or misappropriated 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 related to Intellectual Property Rights, 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 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 or act of unfair competition occurring or threatened.

(b) Schedule 6.13(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 by the Company to perfect or protect its interest in its Intellectual Property Rights, including all domain names, patents, patent applications, trademarks, trademark applications, servicemarks and servicemark applications and copyrights.

#### **6.14 Agreements, No Defaults, Etc.**

(a) Schedule 6.14 contains a true and complete list and, with respect to oral Contracts, brief description 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 6.14. Except as set forth on Schedule 6.14, 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;


**THE OPTIONHOLDERS:**

\_\_\_\_\_  
**Sean Self**

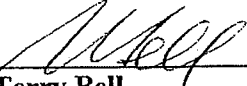
\_\_\_\_\_  
**Steven L. Knouse**

\_\_\_\_\_  
**James M. Fowler**

\_\_\_\_\_  
**Barbara Smith**

  
\_\_\_\_\_  
**R. Terry Bell**

**The undersigned agrees to serve as Shareholders' Representative and to be bound by the provisions of this Agreement pertaining to Shareholders' Representative, including Section 1.5.**

  
\_\_\_\_\_  
**R. Terry Bell**

- v. Retractor, United Kingdom #2,048,687.

Registered Trademarks

- i. Lone Star Medical Products, design with words, Reg. # 3,138,689.
- ii. Latin Cross with Snake, design, Reg. #2928781.
- iii. Refining the Art of Surgery, typed drawing, Reg. #2928780.
- iv. LSMP, typed drawing, Reg. #2928779.

Unregistered Trademarks

- i. Making Surgery Simpler
- ii. Lone Star Retractor System
- iii. Better Than Another Pair of Hands
- iv. APS Retractor
- v. PRO-Stay
- vi. Spira Stays
- vii. TAB-Stay
- viii. Twin Stay
- ix. Stay Grip
- x. Scroto-Pak
- xi. SIBS
- xii. Surgical Isolation Bubble System
- xiii. Dilamezinsert
- xiv. Inguinal Reservoir Inserter