

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
JLJ Medical Devices International, LLC		12/11/2009	LIMITED LIABILITY COMPANY: MINNESOTA

RECEIVING PARTY DATA

Name:	CooperSurgical, Inc.
Street Address:	95 Corporate Drive
City:	Trumbull
State/Country:	CONNECTICUT
Postal Code:	06611
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2354083	CONNECT IT AND FORGET IT
Registration Number:	3312169	SEE CLEAR
Registration Number:	3213368	SEE CLEAR I
Serial Number:	77670665	SEE CLEAR XCL
Registration Number:	3499563	ULTRA PLUME-AWAY 6.0
Registration Number:	3499562	PLUME-AWAY 4.0
Registration Number:	3472906	SEE CLEAR MAX
Registration Number:	3472905	SEE CLEAR PLUS
Registration Number:	3284953	PLUME-AWAY
Registration Number:	2421811	PLUME-AWAY LAP S.E.S.

CORRESPONDENCE DATA

Fax Number: (212)732-3232
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900149877

**TRADEMARK
 REEL: 004113 FRAME: 0567**

CH \$265.00 2354083

Email: auslander@clm.com, sisun@clm.com
Correspondent Name: Rose Auslander, Esq.
Address Line 1: 2 Wall Street
Address Line 2: Carter Ledyard & Milburn LLP
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	COO17 038
NAME OF SUBMITTER:	Rose Auslander, Esq.
Signature:	/roseauslander/
Date:	12/14/2009

Total Attachments: 8

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EXECUTION COPY

TRADEMARK ASSIGNMENT

BY

JLJ MEDICAL DEVICES INTERNATIONAL, LLC

IN FAVOR OF

COOPERSURGICAL, INC.

DATED AS OF

DECEMBER 11, 2009

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 11th day of December, 2009 (the "Closing Date"), by JLJ MEDICAL DEVICES INTERNATIONAL, LLC., a limited liability company organized under the laws of Minnesota, with its principal office at 6585 Edenvale Blvd., Suite 150, Eden Prairie, MN 55346 ("Assignor"), in favor of CooperSurgical Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 95 Corporate Drive, Trumbull, CT 06611 ("Assignee").

Assignor own all of the trademarks and servicemarks identified in Schedule 1 attached hereto (the "Trademarks").

Assignee wishes to acquire and Assignor wish to assign to Assignee all of Assignor' right, title and interest in and to the Trademarks, and all goodwill related to or symbolized by such Trademarks.

Pursuant to the terms and conditions of the Asset Purchase Agreement, dated as of December 11, 2009, among Assignee, Assignor and Leonard Schultz (the "Purchase Agreement"), Assignor is transferring substantially all of the assets of Assignor relating to the Business (as defined in the Purchase Agreement), including all of the Assignor' right, title and interest in and to the Trademarks, whether registered or at common law, and the United States and foreign trademark applications and trademark registrations therefor, if any, together with the goodwill symbolized by the Trademarks, to Assignee, and 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 Assignor to Assignee; and

ACCORDINGLY, to effect the transactions contemplated by the Purchase Agreement 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' 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 throughout the world.

2. Further Assurances. Assignor agrees 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 permitted 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, etc.. 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 and electronic 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

**JLJ MEDICAL DEVICES
INTERNATIONAL, LLC.**

By: 
Name: Leonard Schultz, M.D.
Title: Chief Manager

ASSIGNEE

COOPERSURGICAL INC.

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

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.

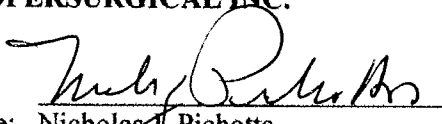
ASSIGNOR

**JLJ MEDICAL DEVICES
INTERNATIONAL, LLC.**

By: _____
Name: Leonard Schultz, M.D.
Title: Chief Manager

ASSIGNEE

COOPERSURGICAL INC.

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

SCHEDULE 1

TRADEMARKS

U.S. Marks

Mark Registration No./ Serial No.	Status	Assignment
CONNECT IT AND FORGET IT U.S. Reg. No. 2354083	Registered 5/30/2000; Renewal due 5/30/2009- 5/30/2010	Current Listed Owner: JLJ Medical Devices International, LLC. Assigned from JLJ Medical Devices International, Inc. to International Medical Devices, LLC on 4/12/1999; Assigned to JLJ Medical Devices International, LLC from International Medical Devices, LLC on 4/29/1999
SEE CLEAR U.S. Reg. No. 3312169	Registered 10/16/2007	None
SEE CLEAR I and design U.S. Reg. No. 3213368	Registered 12/12/2006	None
SEE CLEAR XCL U.S. Serial No. 77670665	Pending; Filed 2/13/2009; Response to Office action filed 11/4/2009	None
ULTRA PLUME-AWAY 6.0 U.S. Reg. No. 3499563	Registered 9/9/2008	None
PLUME-AWAY 4.0 U.S. Reg. No. 3499562	Registered 9/9/2008	None
SEE CLEAR MAX U.S. Reg. No. 3472906	Registered 7/22/2008	None

Mark Registration No./ Serial No.	Status	Assignment
SEE CLEAR PLUS U.S. Reg. No. 3472905	Registered 7/22/2008	None
PLUME-AWAY U.S. Reg. No. 3284953	Registered 8/28/2007	None
PLUME-AWAY LAP S.E.S. U.S. Reg. No. 2421811	Registered 1/16/2001	Current Listed Owner: JLJ Medical Devices International, LLC. Assigned from JLJ Medical Devices International, Inc. to International Medical Devices, LLC on 4/12/1999; Assigned to JLJ Medical Devices International, LLC from International Medical Devices, LLC on 4/29/1999

Foreign Marks

European Union (CTM) Trademarks

Mark/CTM Reg. No.	Status	Assignment
PLUME-AWAY 4 CTM Reg. No. 5912621	Registered 10/23/2008	None
PLUME-AWAY LAP S.E.S. CTM Reg. No. 5186127	Registered 6/21/2007	None
SEE CLEAR MAX CTM Reg. No. 5912548	Registered 10/16/2008	None
SEE CLEAR PLUS CTM Reg. No. 5912571	Registered 10/30/2008	None
ULTRA PLUME-AWAY 6 CTM Reg. No. 5912597	Registered 10/23/2008	None
SEE CLEAR XCL CTM Reg. No. 8492481	Pending; Filed 08/14/09	None

Japanese Trademarks

Mark/CTM Reg. No.	Status	Assignment
SEE CLEAR XCL Reg. No. 622002009	Pending; Filed 08/14/09	None