

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AMS Research Corporation		02/16/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	CooperSurgical Inc.		
Street Address:	75 Corporate Drive		
City:	Trumbull		
State/Country:	CONNECTICUT		
Postal Code:	06611		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2711926	HER OPTION	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)732-3232		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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 037		
NAME OF SUBMITTER:	Rose Auslander, Esq.		
Signature:	/roseauslander/		
Date:	02/16/2010		

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**Total Attachments: 5**

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*Execution Version*

**TRADEMARK ASSIGNMENT**

**BY**

**AMS RESEARCH CORPORATION**

**IN FAVOR OF**

**COOPERSURGICAL, INC.**

**DATED AS OF**

**FEBRUARY 16, 2010**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of this 16<sup>th</sup> day of February, 2010 (the "Closing Date"), by AMS RESEARCH CORPORATION, a corporation organized under the laws of the State of Delaware, with its principal office at 10700 Bren Road West, Minnetonka, MN 55343 ("Assignor"), in favor of CooperSurgical Inc., a corporation organized under the laws of the State of Delaware, with its principal office at 75 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 wishes to assign to Assignee all of Assignor's 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 February 16, 2010, between AMERICAN MEDICAL SYSTEMS, INC., the parent of Assignee (the "Parent") and Assignor (the "Purchase Agreement"), Parent is causing the Asset Selling Corporations (as defined in the Purchase Agreement) to sell, convey, assign and transfer the Conveyed Assets (as defined in the Purchase Agreement), including all of the Assignor's 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, 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 throughout the world.

*[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**

**AMS RESEARCH CORPORATION**

By: Anthony P. Bihl III

Name: Anthony P. Bihl, III

Title: President and CEO

**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**

**AMS RESEARCH CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE**

**COOPERSURGICAL INC.**

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

**SCHEDULE 1**

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Registration Number</u>	<u>Registration Date</u>
Her Option (word only)	United States	Registered	2,711,926	04-29-2003
Her Option (word only)	Canada	Registered	TMA698158	10-10-2007
Her Option (word only)	Community Trademarks	Registered	2390169	03-28-2003
Her Option (word only)	Australia	Registered	888241	09-03-2001
Her Option (word only)	Japan	Registered	4569728	05-17-2002
Her Option Uterine Cryoablation Therapy (word and design)	Australia	Registered	888256	09-05-2011