

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316390

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Brolex, LLC		09/03/2014	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CooperSurgical, Inc.		
<b>Street Address:</b>	75 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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3948128	C SAFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	sisun@clm.com		
<b>Correspondent Name:</b>	Scott Sisun		
<b>Address Line 1:</b>	2 Wall Street		
<b>Address Line 2:</b>	Carter Ledyard & Milburn LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10005		
<b>ATTORNEY DOCKET NUMBER:</b>	COO17 055		
<b>NAME OF SUBMITTER:</b>	Scott Sisun		
<b>SIGNATURE:</b>	/scottsisun/		
<b>DATE SIGNED:</b>	09/09/2014		
<b>Total Attachments: 6</b>			
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TRADEMARK



**TRADEMARK ASSIGNMENT**

**BY**

**BROLEX, LLC**

**IN FAVOR OF**

**COOPERSURGICAL, INC.**

**DATED AS OF**

**SEPTEMBER 3, 2014**

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of September 3, 2014, by BROLEX, LLC, a New York limited liability company with its principal office at 14 Dove Lane, West Bay Shore, NY 11706 ("Assignor"), in favor of COOPERSURGICAL, INC., a Delaware corporation with its principal office at 75 Corporate Drive, Trumbull, CT 06611 ("Assignee").

## PREAMBLE

Assignor and Assignee are entering into this Assignment pursuant to the License and Asset Purchase Agreement (the "License Agreement"), dated as of the date of this Assignment, between Assignee, as purchaser, and Assignor, as seller. The License Agreement provides for Assignee's acquisition from Assignor of certain assets related to the C SAFE scalpel (together with any improvements to that scalpel, the "Product"), including, without limitation, the registered trademark identified in Schedule 1 attached hereto, and all common law and other unregistered rights in the mark "C SAFE" (collectively, the "Trademark").

ACCORDINGLY, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee Assignor's entire right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by and associated with the Trademark, and the right to sue for past infringements and unauthorized uses of the Trademark.

2. Further Assurances. Assignor and its successors and assigns shall, without further compensation, perform such further acts and sign such documents as Assignee may reasonably request to fully effectuate this Assignment.

3. Incorporation by Reference; Conflict. The License Agreement is incorporated herein by reference, shall continue in full force and effect as though set forth herein at length, and shall control in the event of any conflict with the terms of this Agreement. Nothing contained in this Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the terms, conditions, representations and warranties, covenants, agreements or indemnities set forth in the License Agreement.

4. Governing Law. All questions concerning the construction, interpretation and validity of this Assignment and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be governed by and construed and enforced in accordance with the domestic laws of the State of New York, without giving effect to any choice or conflict of law provision or rule, whether in the State of New York or any other jurisdiction, that would cause the laws of any jurisdiction other than the State of New York to apply. In furtherance of the foregoing, the internal law of the State of New York shall control the interpretation and construction of this Assignment, even if under the State of New York's choice of law or conflict

of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply.

5. Counterparts; Facsimile and Electronic Signatures. This Assignment may be executed in 2 or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic counterpart signatures to this Assignment shall be deemed to be original and shall be acceptable and binding.

\* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first written above.

ASSIGNOR

BROLEX, LLC

By: *Michael Kafavi*  
Name: Michael Kafavi  
Title: Managing Director

ASSIGNEE

COOPERSURGICAL, INC.

By: \_\_\_\_\_  
Name: Robert D. Auerbach, M.D. FACOG  
Title: Executive Vice President and  
Chief Medical Officer

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first written above.

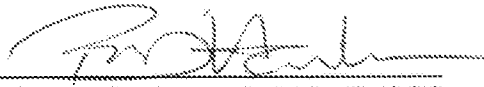
**ASSIGNOR**

**BROLEX, LLC**

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

**ASSIGNEE**

**COOPERSURGICAL, INC.**

By:   
Name: Robert D. Auerbach, M.D. FACOG  
Title: Executive Vice President and  
Chief Medical Officer

SCHEDULE 1

TRADEMARKS

MARK	TYPE	U.S. REG. NO.	REG. DATE	GOODS
C SAFE	Registered	No. 3948128	Issued: April 19, 2011	IC 010. US 026 039 044. G & S: SURGICAL INSTRUMENTS, NAMELY, SCALPELS. FIRST USE: 20110308. FIRST USE IN COMMERCE: 20110308