

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laserscope		12/10/2015	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	American Medical Systems, LLC		
Street Address:	10700 Bren Road West		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4052114	GREENLIGHT XPS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	763-494-1722		
Email:	michelle.anderson@bsci.com		
Correspondent Name:	Michelle R. Anderson		
Address Line 1:	One Scimed Place		
Address Line 4:	Maple Grove, MINNESOTA 55311		
ATTORNEY DOCKET NUMBER:	GREENLIGHT XPS		
NAME OF SUBMITTER:	Michelle R. Anderson		
SIGNATURE:	/michelle r anderson/		
DATE SIGNED:	11/07/2017		
Total Attachments: 3			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This is an Assignment of Intellectual Property ("Assignment") effective as of December 10, 2015, by Laserscope, a California corporation ("Assignor"), to American Medical Systems, LLC, a Delaware limited liability company ("Assignee").

Background

WHEREAS, pursuant to a plan to restructure the operations of Assignor and consolidate the ownership of certain intellectual property rights, Assignor desires to assign and transfer to Assignee all of Assignor's interest in such intellectual property rights in accordance with the provisions set forth herein;

WHEREAS, pursuant to a dividend distribution effective as of the date hereof, Assignor distributed to its sole shareholder, Assignee, such intellectual property rights (the "Distribution"); and

WHEREAS, this Assignment is necessary to effectuate the Distribution.

NOW, THEREFORE, in consideration of and subject to each of the covenants, terms and conditions hereinafter set forth, Assignor hereby agrees as follows:

ARTICLE I -- DEFINITIONS.

Section 1.1 "Intellectual Property Rights" means any intellectual property of any type or nature in any jurisdiction throughout the world, including:

- (a) rights in patents, patent applications and patentable subject matter, whether or not the subject of an application, including, but not limited to, the patents and patent applications listed on Schedule A hereto, together with the invention(s) disclosed therein, including all issuances, reissues, extensions, reexaminations, renewals, divisions, substitutions, continuations or continuations-in-part of such patents, all patents which claim priority to said patents and all associated rights under the International Convention;
- (b) rights in trademarks, service marks, trade names, trade dress, and other designators of origin, including, but not limited to, the trademarks and trademark applications listed on Schedule B hereto, together with the goodwill of the business connected with the use thereof and symbolized thereby;
- (c) rights in copyrightable subject matter or protectable designs, including, but not limited to, copyrights and copyright applications;
- (d) trade secrets, know-how, formulae, methods, techniques, and processes;
- (e) computer programs or data in computerized form, whether in object code, source code or other form; and

(f) all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, including Assignor's rights that relate to core technologies, developed technologies or purchased research and development.

Section 1.2 "Company Intellectual Property Rights" means Assignor's entire right, title and interest in and to Intellectual Property Rights.

Section 1.3 "Licensed-In Intellectual Property Rights" means Assignor's entire right, title and interest in and to Intellectual Property Rights that are owned by a third party and licensed or granted to Assignor.

ARTICLE II- ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS.

Section 2.1 Assignment. Assignor hereby assigns, transfers and conveys unto Assignee:

- (a) the Company Intellectual Property Rights;
- (b) the Licensed-In Intellectual Property Rights (but solely to the extent transfer is permitted by applicable agreements); and
- (c) all benefits, privileges, causes of action, common law rights, and remedies relating to the foregoing throughout the world, including, without limitation, all of Assignor's rights to: (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring actions and recover damages for past, present and future infringement or other violation thereof and (iii) grant licenses or other interests therein.

Section 2.2 Recordation and Cooperation in Transfer. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and any officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this Assignment. Assignor hereby covenants and agrees to cooperate with Assignee whereby the latter may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed. Nothing herein shall effect the transfer or assignment of any agreement or other Company Intellectual Property Rights to the extent that such transfer or assignment would constitute a material breach of such agreement or cause loss of such Company Intellectual Property Rights, but the Assignor shall take such actions as are necessary to place Assignee, to the extent possible, in the same position economically as if such agreement or other Company Intellectual Property Rights had been transferred as contemplated hereby.

ARTICLE III – MISCELLANEOUS.

Section 3.1 Representations and Warranties. Assignor makes no representations or warranties concerning the rights transferred under this Assignment.

Section 3.2 Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon the Assignor, its successors, assigns and/or other legal representatives.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument effective as of the date first written above.

LASERSCOPE

By: 

Luke R. Dohmen
Vice President – Patent Legal