

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
Cryogen, Inc.		05/12/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	AMS Research Corporation		
Street Address:	10700 Bren Road West		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2711926	HER OPTION	
Registration Number:	2585721	FIRST OPTION	
CORRESPONDENCE DATA			
Fax Number:	(952)930-5779		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9529306147		
Email:	kim.baxter@ammd.com		
Correspondent Name:	Kimberly K. Baxter		
Address Line 1:	AMS Research Corporation		
Address Line 2:	10700 Bren Road West		
Address Line 4:	Minnetonka, MINNESOTA 55343		
ATTORNEY DOCKET NUMBER:	CRYOGEN TM ASSMT		
NAME OF SUBMITTER:	Kimberly K. Baxter		
Signature:	/Kimberly K. Baxter/		

CH \$65.00 2711926

Date:

05/12/2006

Total Attachments: 3

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ASSIGNMENT OF TRADEMARK

Whereas, pursuant to that certain Agreement and Plan of Merger among American Medical Systems, Inc., a Delaware corporation and Cryogen, Inc., a California corporation, Cryogen, Inc. was merged with and into Parent on December 30, 2002, pursuant to which and by operation of law, Cryogen, Inc. became a wholly-owned subsidiary of Parent: and

Whereas, AMS Research Corporation is a corporation organized and existing under the laws of the state of Delaware and a wholly-owned subsidiary of Parent, and has its principal offices at 10700 Bren Road West, Minnetonka, Minnesota 55343: and

Whereas, this Assignment of Trademark (the "Assignment") is made and entered on the date of execution by and between Cryogen, Inc. ("Assignor") and AMS Research Corporation ("Assignee") (collectively referred to as the "Parties").

Whereas, Assignor is the owner of the trademark(s) as described in Exhibit A attached hereto and incorporated by reference herein (the "Marks"); and

Whereas, Assignor wishes to assign his rights in the Marks to Assignee.

Now, Therefore, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ASSIGNMENT: Assignor hereby assigns, sells and transfers to Assignee all of his/her/its rights, title and interest in and to the Marks, including, but not limited to: (i) all registration rights with respect to the Marks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Marks, and (iv) all income, royalties or claims relating to the Marks due or payable on or after the date of this Assignment.

2. ASSIGNOR'S REPRESENTATIONS: Assignor represents and warrants (i) that Assignor is the exclusive owner of the Marks, (ii) that Assignor possesses all rights, title and interest in and to the Marks, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Marks do not infringe on the rights of any other person or entity, and (v) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.

3. CONTINUING OBLIGATIONS: Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.

4. BINDING EFFECT: The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.

EXHIBIT A

DESCRIPTION OF MARKS

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|-----------------------|--------------------------|
| 1. Mark: HER OPTION | U.S. Reg. No.: 2,711,926 |
| 2. Mark: FIRST OPTION | U.S. Reg. No.: 2,585,721 |