

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CooperVision Technology LLC

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 01/06/05

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
SEE ATTACHED LIST

B. Trademark Registration No.(s)
SEE ATTACHED LIST

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James R. Mix

Internal Address: Jones Day

Street Address: 901 Lakeside Avenue

City: Cleveland

State: OH

Zip: 44114

Phone Number: 216-586-3939

Fax Number: 216-579-0112

Email Address: jrmix@jonesday.com

6. Total number of applications and registrations involved:

30

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 765.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1432

Authorized User Name James R. Mix

9. Signature:


Signature

4/6/05
Date

James R. Mix (Int. Billing Ref: 601735-049098)

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: **7**

Attachment to USPTO Recordation Form Cover Sheet
CooperVision Technology LLC Trademarks

TRADEMARK APPLICATIONS

	Trademark	Application Number	Application Filing Date
1.	Acclaim™	76/438,857	8/7/2002
2.	See Beyond The Ordinary™	76/546,480	9/24/2003
3.	Vertex Sphere™	78/320,370	10/29/2003
4.	Vertex Toric™	78/320,378	10/29/2003

REGISTERED TRADEMARKS

	Trademark	Registration Number	Registration Date
5.	5'O'Clock Eye®	2,546,000	3/12/2002
6.	Alliance Toric®	2,189,652	9/15/1998
7.	CoastVision®	1,444,472	6/23/1987
8.	Compatibles®	2,451,205	5/15/2001
9.	Cooper®	1,822,392	2/22/1994
10.	CooperVision The Right Fit®	2,068,840	6/10/1997
11.	CooperVision Total Toric®	2,262,259	7/20/1999
12.	Cooper Vision® (eye design)	1,464,141	11/10/1987
13.	CV 55®	2,336,972	4/4/2000
14.	Design (circle w/ eye)	1,484,802	4/12/1988
15.	Design (circle w/ eye)	1,485,142	4/19/1988
16.	Expressions®	2,564,594	4/29/2002
17.	Frequency® 55	2,248,948	6/1/1999
18.	Hyrasoft®	1,613,571	9/18/1990
19.	Onevue®	2,335,009	3/28/2000
20.	Permaflex®	1,370,989	11/19/1985
21.	Permalens® (stylized)	1,045,317	8/3/1976
22.	Preference®	1,750,729	2/2/1993
23.	ProClear Compatibles®	2,291,312	11/9/1999
24.	ProClear Tailor Made Toric®	2,504,827	11/6/2001
25.	ProClear®	2,034,764	2/4/1997
26.	ToriTrack®	2,478,563	8/14/2001

COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS, dated as of January 6, 2005 ("Agreement"), between CooperVision Technology LLC, a Delaware limited liability company (together with its successors and assigns, the "Assignor"), and KEYBANK NATIONAL ASSOCIATION, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of January 6, 2005 (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among THE COOPER COMPANIES, INC., a Delaware corporation, the lenders party thereto (the "Lenders"), the Administrative Agent, KEYBANK NATIONAL ASSOCIATION and J. P. MORGAN SECURITIES INC., as Co-Lead Arrangers, JPMORGAN CHASE BANK, N.A., as Syndication Agent, and CALYON NEW YORK BRANCH, UNION BANK OF CALIFORNIA, N.A. and HSBC BANK USA, NATIONAL ASSOCIATION, as Co-Documentation Agents.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of January 6, 2005 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby collaterally assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all good will related to any of the foregoing;

(xi) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

(xii) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignor and any other Assignors named therein, as debtors, and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

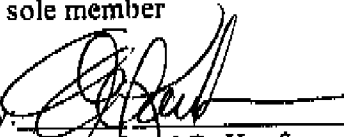
Section 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of New York, without application of the rules regarding conflicts of laws (other than section 5-1401 of the New York General Obligations Law).

Section 5. JURY TRIAL WAIVER. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

COOPERVISION TECHNOLOGY LLC

By: COOPER CAPTIVE, INC.,
as sole member

By: 
Name: Carl R. Kaufman
Title: Vice President and Secretary

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

Trademark Assignment

TRADEMARK
REEL: 003086 FRAME: 0211

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.


COOPERVISION TECHNOLOGY LLC

By: COOPER CAPTIVE, INC.,
as sole member

By: _____
Name: Carol R. Kaufman
Title: Vice President and Secretary

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: Michael J. Vegh
Title: Assistant Vice President

Schedule A
to Collateral Assignment of
CooperVision Technology LLC Trademarks

Grantor	Trademark	Country	Application or Registration Number	Application or Registration Filing Date
CooperVision Technology LLC	5 O'Clock Eye®	United States	2,546,000	3/12/2002
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	CooperVision The Right Fit®	United States	2,068,840	6/10/1997
	CooperVision Total Toric®	United States	2,262,259	7/20/1999
	CooperVision® (eye design)	United States	1,464,141	11/10/1987
	CV 55®	United States	2,336,972	4/4/2000
	CV Encore Premium™	United States	n/a	
	Design (circle w/ eye)	United States	1,484,802	4/12/1988
		United States	1,485,142	4/19/1988
	Expressions Accents™	United States	n/a	
	Expressions®	United States	2,564,594	4/29/2002
	Frequency® 55	United States	2,248,948	6/1/1999
	Hydrasoft®	United States	1,613,571	9/18/1990
	Onewue®	United States	2,335,009	3/28/2000
	Permaflex®	United States	1,370,989	11/19/1985
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	ProClear®	United States	2,034,764	2/4/1997
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ToriTrack®	United States	2,478,563	8/14/2001	
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