

SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

FORM S-3
 REGISTRATION STATEMENT
 UNDER
 THE SECURITIES ACT OF 1933

THE COOPER COMPANIES, INC.
 (Exact name of registrant as specified in its charter)

DELAWARE
 (State or Other Jurisdiction
 of Incorporation or Organization)

6140 STONERIDGE MALL ROAD, SUITE 590
 PLEASANTON, CALIFORNIA 94588
 (925) 460-3600
 (Address, including ZIP code, and
 telephone number, including area code,
 of registrant's principal executive offices)

94-2657368
 (I.R.S. Employer
 Identification Number)

CAROL R. KAUFMAN
 VICE PRESIDENT OF LEGAL AFFAIRS, SECRETARY
 AND CHIEF ADMINISTRATIVE OFFICER
 THE COOPER COMPANIES, INC.
 6140 STONERIDGE MALL ROAD, SUITE 590
 PLEASANTON, CALIFORNIA 94588
 (925) 460-3600

(Name, address, including ZIP code, and telephone number,
 including area code, of agent for service)

COPIES TO:
 SAMUEL A. FISHMAN, ESQ.
 LAURA L. GABRIEL, ESQ.
 LATHAM & WATKINS
 505 Montgomery Street, Suite 1900
 San Francisco, California 94111
 (415) 391-0600

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From
 time to time after this Registration Statement becomes effective.

If the only securities being registered on this Form are being offered
 pursuant to dividend or interest reinvestment plans, please check the following
 box. []

If any of the securities being registered on this Form are to be
 offered on a delayed or continuous basis pursuant to Rule 415 under the
 Securities Act of 1933, other than securities offered only in connection with
 dividend or interest reinvestment plans, check the following box. [X]

If this Form is filed to register additional securities for an offering
 pursuant to Rule 462(b) under the Securities Act, please check the following box
 and list the Securities Act registration statement number of the earlier
 effective registration statement for the same offering. []

If this Form is a post-effective amendment filed pursuant to Rule
 462(c) under the Securities Act, check the following box and list the Securities
 Act registration statement number of the earlier effective registration
 statement for the same offering. []

If delivery of the prospectus is expected to be made pursuant to Rule
 434, please check the following box. []

CALCULATION OF REGISTRATION FEE

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER UNIT (1)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (1)	AMOUNT OF REGISTRATION FEE
Common Stock (\$0.10 par value)	83,333	\$22.50	\$1,874,992.50	\$521.25
Preferred Stock Purchase Rights (2)	83,333	Not applicable	(2)	\$100

- (1) Estimated solely for the purpose of computing the amount of registration fee, based on the average of the high and low prices for the Common Stock as reported on the New York Stock Exchange, Inc. on June 11, 1999, in accordance with Rule 457(c) promulgated under the Securities Act of 1933.
- (2) Rights to acquire shares of the Registrant's Series A Junior Participating Preferred Stock are attached to and trade with the Common Stock of the Registrant. Value attributable to such Rights, if any, is reflected in the market price of the Common Stock. Fee paid represents the minimum statutory fee pursuant to Section 6(b) of the Securities Act of 1933.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

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The information in this prospectus is not complete and may be changed. The selling stockholder may not resell these securities until the registration statement filed with the securities and exchange commission is effective. This prospectus is not an offer to sell these securities and this prospectus is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

PROSPECTUS

SUBJECT TO COMPLETION
PRELIMINARY PROSPECTUS DATED JUNE 16, 1999

THE COOPER COMPANIES, INC.
83,333 SHARES OF COMMON STOCK
(\$.10 Par Value Per Share)

This prospectus relates to up to 83,333 shares of our common stock, par value \$.10 per share, and the rights to acquire our series A junior participating preferred stock that are attached to and trade with the common stock, which may be offered for sale by a selling stockholder. Each share of common stock carries with it one right to purchase 1/100th of a share of our series A junior participating preferred stock. Shares of common stock may be sold from time to time by the selling stockholder directly or through one or more broker-dealers, in one or more transactions on the New York Stock Exchange or the Pacific Exchange, Inc. in accordance with the rules of those exchanges, in the over-the-counter market, in negotiated transactions or otherwise, at prices related to the prevailing market prices or at negotiated prices.

We will not receive any of the proceeds from the sale of the shares of common stock. We will bear all expenses of the offering of the common stock, except that the selling stockholder will pay any applicable underwriting fees, discounts or commissions and transfer taxes, as well as the fees and disbursements of his counsel and experts.

Our common stock is listed on the New York Stock Exchange and the Pacific Exchange, Inc. On June 15, 1999 the last reported sale price for our common stock as reported on the New York Stock Exchange composite tape was \$22 3/4 per share.

SEE "RISK FACTORS" COMMENCING ON PAGE 4 FOR A DISCUSSION OF CERTAIN FACTORS THAT YOU SHOULD CONSIDER BEFORE PURCHASING THE SECURITIES OFFERED BY THIS PROSPECTUS.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OF THESE SECURITIES OR DETERMINED THAT THIS PROSPECTUS IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The date of this prospectus is June , 1999

AVAILABLE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-3 with respect to the shares of common stock offered by this prospectus. As permitted by the rules and regulations of the Securities and Exchange Commission, this prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules to the registration statement. For further information about us and our common stock, please refer to the registration statement and the exhibits to the registration statement, which you may examine without charge at the public reference facilities maintained by the Securities and Exchange Commission at Room 1204, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, and copies of which you may obtain from the Securities and Exchange Commission upon payment of the prescribed fees. Statements contained in this prospectus as to the contents of any agreement or other document referred to in this prospectus or in the agreement or other document are qualified by reference to the copy of the agreement or other document filed as an exhibit to the registration statement or the other document.

We are subject to the information requirements of the Securities Exchange Act of 1934, and we file reports, proxy statements and other information with the Securities and Exchange Commission. You may inspect and copy the registration statement and its exhibits and schedules and the reports, proxy statements and other information that we file with the Securities and Exchange Commission in accordance with the Securities Exchange Act of 1934 at the public reference facilities maintained by the Securities and Exchange Commission at Room 1204, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661, and 7 World Trade Center, Suite 1300, New York, New York 10048. You may obtain copies of these materials at prescribed rates from the Public Reference Section of the Securities and Exchange Commission at 450 Fifth Street, N.W., Washington, D.C. 20549. The Securities and Exchange Commission maintains a web site that contains reports, proxy and information statements and other information regarding registrants who file with the Securities and Exchange Commission and certain of our filings are available at this web site: <http://www.sec.gov>. In addition, our common stock is listed on the New York Stock Exchange and the Pacific Exchange, Inc. and you can inspect reports and other information we file at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005 and the Pacific Exchange, Inc., 301 Pine Street, San Francisco, California 94104.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The Securities and Exchange Commission allows us to "incorporate by reference" the information we file with the Securities and Exchange Commission, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is an important part of this prospectus. Any statement contained in a document incorporated by reference in this prospectus is automatically updated and superseded if information contained in this prospectus, or information that we later file with the Securities and Exchange Commission, modifies or replaces this information. We incorporate by reference the following documents filed by us with the Securities and Exchange Commission:

annual report on Form 10-K for our fiscal year ended October 31, 1998;

the portions of our 1999 annual report to stockholders that have been incorporated by reference into the 10-K referenced above;

the portions of our proxy statement for our annual meeting of stockholders held March 18, 1999 that have been incorporated by reference into the 10-K referenced above;

quarterly reports on Form 10-Q for the quarterly period ended January 31, 1999 and the quarterly period ended April 30, 1999;

current reports on Form 8-K filed on November 5, 1998, November 25, 1998, December 23, 1998, January 21, 1999, February 5, 1999, February 25, 1999, March 23, 1999, April 30, 1999, May 14, 1999 and June 3, 1999;

the description of our common stock contained in our registration statement on Form 8-A filed on October 28, 1983 and the description of our rights contained in our registration statement on Form 8-A filed on November 3, 1997; and

all documents we file with the Securities and Exchange Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this prospectus but before the termination of the offering of securities offered by this prospectus.

To receive a free copy of any of the documents incorporated by reference in this prospectus (other than exhibits, unless they are specifically incorporated by reference in the documents), call or write to the Vice President of Legal Affairs of The Cooper Companies, Inc., 6140 Stoneridge Mall Road, Suite 590, Pleasanton, California 94588 (telephone number: (925) 460-3600).

FORWARD-LOOKING STATEMENTS

Some of the information included and incorporated by reference in this prospectus contains "forward-looking statements" as defined by the Private Securities Litigation Reform Act of 1995. The forward-looking statements include certain statements pertaining to our (including our subsidiaries') capital resources, performance and results of operations. In addition, all statements regarding anticipated growth in our sales, revenues and products and anticipated market conditions and results of operations are forward-looking statements. Forward-looking statements involve numerous risks and uncertainties and you should not rely on them as predictions of future events. The events or circumstances reflected in forward-looking statements might not occur. You can identify forward-looking statements by the use of forward-looking terminology such as "believes," "expects," "may," "will," "should," "seeks," "approximately," "intends," "plans," "pro forma," "estimates" or "anticipates" or the negative of these words and phrases or similar words or phrases. You can also identify forward-looking statements by discussions of strategy, plans or intentions. Forward-looking statements are

necessarily dependent on assumptions, data or methods that may be incorrect or imprecise and we may not be able to realize them. The following factors, among others, could cause actual results and future events to differ materially from those set forth or contemplated in the forward-looking statements: major changes in business conditions and the economy, loss of key senior management, major disruptions in the operations of our manufacturing facilities, new competitors or technologies, significant disruptions caused by the failure of third parties to address the year 2000 issue or by unforeseen delays in completing our year 2000 compliance program, acquisition integration costs, foreign currency exchange exposure including the potential impact of the Euro, investments in research and development and other start-up projects, dilution to earnings per share from acquisitions or issuing stock, regulatory issues, significant environmental clean-up costs above those already accrued, litigation costs, costs of business divestitures, and items discussed below under "Risk Factors" and in the reports we file with the Securities and Exchange Commission, including the section entitled "Business" in our annual report on Form 10-K for the year ended October 31, 1998. We caution you not to place undue reliance on forward-looking statements, which reflect our analysis only and speak only as of the date of this prospectus or the dates indicated in the forward-looking statements.

RISK FACTORS

The market price of our common stock may be subject to significant fluctuations in response to, among other things, the factors discussed above under "Forward-Looking Statements," variations in quarterly operating results, failure to meet published estimates of, or changes in earnings estimates by us or securities analysts, and other factors. In addition, the securities markets have experienced significant price and volume fluctuations from time to time in recent years that have often been unrelated or disproportionate to the operating performance of particular companies. These broad fluctuations could affect the market price of our common stock.

We have outstanding options to purchase 1,650,257 shares of common stock, 787,050 of which are currently exercisable. If these options are exercised, the issuance of common stock upon exercise would dilute the proportionate voting power and equity interests of the holders of the common stock offered by this prospectus. In addition, sales of substantial amounts of our common stock by existing stockholders, or the perception that significant sales could occur, could adversely affect prevailing market prices for our common stock.

THE COMPANY

Through our principal subsidiaries (CooperVision, Inc. and CooperSurgical, Inc.), we develop, manufacture and market healthcare products. CooperVision, Inc. markets a range of contact lenses to correct visual defects, specializing in lenses that correct astigmatism ("torics"). Its leading products are disposable-planned replacement toric and spherical lenses. CooperVision, Inc. also markets conventional toric and spherical lenses and lenses for patients with more complex vision disorders. CooperSurgical, Inc. markets diagnostic products, surgical instruments and accessories to the women's healthcare market.

THE SELLING STOCKHOLDER

The 83,333 shares of our common stock to be offered under this prospectus are owned by Anthony W. Hemming. In this prospectus, we refer to Mr. Hemming as the "selling stockholder." The selling stockholder acquired the shares of common stock upon exercise of a warrant that we issued to him in connection with the purchase of all of the stock of Unimar, Inc. by CooperSurgical, Inc. in April of 1996. The selling stockholder is a former stockholder of Unimar. In connection with the acquisition of Unimar, CooperSurgical, Inc. and Unimar entered into a services agreement with the selling stockholder pursuant to which the selling stockholder provided consulting services to CooperSurgical, Inc. and Unimar until April 11, 1998, at which time the services agreement terminated pursuant to its terms. The selling stockholder has pledged the 83,333 shares registered pursuant to this registration statement to McDonald Investments, Inc. as security for a loan. If the selling stockholder defaults on the loan, McDonald Investments, Inc. could obtain ownership of the shares and would then become a selling stockholder under this prospectus. McDonald Investments, Inc. is a subsidiary of KeyBank National Association. We have a \$50 million line of credit with KeyBank National Association.

Including the shares registered under this registration statement, the selling stockholder owns 92,133 shares of our common stock, which constitute less than 1% of our issued and outstanding common stock. Because the selling stockholder may sell all or some portion of the shares covered by this prospectus, we cannot estimate the number of shares, and the percentage of outstanding shares of common stock that he will hold after any particular sale.

PLAN OF DISTRIBUTION

The shares of common stock offered by this prospectus are being sold by the selling stockholder for his own account, and we will not receive any of the proceeds from the sale of the shares.

The distribution of the shares of common stock by the selling stockholder may be made from time to time by the selling stockholder directly or through one or more brokers, agents, or dealers in one or more transactions (which may involve crosses and block transactions) on the New York Stock Exchange, the Pacific Exchange, Inc. or other exchanges on which our common stock is listed, pursuant to and in accordance with the rules of those exchanges, in the over-the-counter market, in negotiated transactions or otherwise, at prices related to prevailing market prices or at negotiated prices. In the event that one or more brokers, agents or dealers agree to sell the shares, they may do so by purchasing shares as principals or by selling shares as agents for the selling stockholder. Any brokers, agents or dealers who sell the shares may be deemed to be "underwriters" within the meaning of the Securities Act of 1933. Any broker, agent or dealer may receive compensation from the selling stockholder which may be deemed to be underwriting discounts or commissions and may receive commissions from purchasers of the securities for whom it may act as agent. If any such broker or dealer purchases the shares as principal it may resell the shares from time to time to or through other brokers or dealers, and the other brokers or dealers may receive compensation in the form of concessions or commissions from the selling stockholder or purchaser of the shares for whom they may act as agents.

We have advised the selling stockholder that it and any brokers, dealers or agents who effect a sale of the shares are subject to the prospectus delivery requirements of the Securities Act of 1933. We have advised the selling stockholder that in the event of a "distribution" of its shares, the selling stockholder and any broker, agent or dealer who participates in the distribution may be subject to applicable provisions of the Securities Exchange Act of 1934 and its rules and regulations, including Regulation M.

In connection with distributions of the shares, the selling stockholder may enter into hedging transactions with broker-dealers, and the broker-dealers may engage in short sales of our common stock in the course of hedging the positions they assume with the selling stockholder. The selling stockholder also may sell our common stock short and deliver the shares to close out short positions. The selling stockholder also may enter into option or other transactions with broker-dealers that involve the delivery of the shares to the broker-dealers, who may then resell or otherwise transfer the shares. The selling stockholder may transfer the shares to a donee and any donee would become a selling stockholder under this prospectus. The selling stockholder has pledged the shares registered pursuant to this registration statement to McDonald Investments, Inc. as security for a loan. If the selling stockholder defaults on the loan, McDonald Investments, Inc. could obtain ownership of the shares and would then become a selling stockholder under this prospectus. See "The Selling Stockholder."

We will bear all expenses of the offering of the shares, except that the selling stockholder will pay any applicable underwriting fees, discounts or commissions and transfer taxes, as well as the fees and disbursements of his counsel and experts.

LEGAL MATTERS

The legality of the shares of common stock offered by this prospectus will be passed upon for us by Latham & Watkins, San Francisco, California. Certain members of Latham & Watkins and their families own beneficial interests in less than 1% of our common stock.

EXPERTS

The consolidated financial statements and schedule of The Cooper Companies, Inc. and subsidiaries as of October 31, 1998 and 1997 and for each of the years in the three-year period ended October 31, 1998 have been incorporated by reference herein and in the registration statement in reliance upon the reports of KPMG LLP, independent certified public accountants, incorporated by reference herein and in the registration statement, and upon the authority of said firm as experts in accounting and auditing.

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NEITHER WE NOR THE SELLING STOCKHOLDER HAVE AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS. YOU MUST NOT RELY UPON ANY INFORMATION OR REPRESENTATION NOT CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS. THIS PROSPECTUS IS NOT AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITIES OTHER THAN THE REGISTERED SECURITIES TO WHICH IT RELATES AND THIS PROSPECTUS IS NOT AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SECURITIES IN ANY JURISDICTION WHERE, OR TO ANY PERSON TO WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. YOU SHOULD NOT ASSUME THAT THE INFORMATION CONTAINED IN THIS PROSPECTUS IS CORRECT ON ANY DATE AFTER THE DATE OF THIS PROSPECTUS, EVEN THOUGH THIS PROSPECTUS IS DELIVERED OR SHARES ARE SOLD PURSUANT TO THIS PROSPECTUS ON A LATER DATE.

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83,333 SHARES

THE COOPER COMPANIES, INC.

COMMON STOCK

PROSPECTUS

June , 1999

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PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The expenses relating to the registration of the Securities will be borne by the Company. Such expenses are set forth in the table below. All amounts are estimates except the Securities Act registration fee.

Securities Act Registration Fee.....	\$ 521
Accounting Fees and Expenses.....	5,000
Legal Fees and Expenses (other than Blue Sky).....	10,000
Printing Fees and Expenses	500
Miscellaneous.....	3,979

Total.....	\$20,000

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Cooper Companies, Inc. is a Delaware corporation. Subsection (b)(7) of Section 102 of the Delaware General Corporation Law (the "Delaware General Corporation Law") enables a corporation in its original certificate of incorporation or an amendment thereto to eliminate or limit the personal liability of a director to the corporation or its stockholders for monetary damages for violations of the director's fiduciary duty, except (1) for any breach of the director's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) pursuant to Section 174 of the Delaware General Corporation Law (providing for liability of directors for unlawful payment of dividends or unlawful stock purchases or redemptions) or (4) for any transaction from which a director derived an improper personal benefit.

Article X of The Cooper Companies, Inc.'s Certificate of Incorporation, as amended, provides that a director shall not be liable to The Cooper Companies, Inc. or its stockholders for monetary damages for breach of duty as a director, except under the circumstances listed in (1) through (4) above and further provides that if the Delaware General Corporation Law is amended to authorize corporate action further eliminating or limiting the personal liability of directors, the liability of a director of The Cooper Companies, Inc. shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

Subsection (a) of Section 145 of the Delaware General Corporation Law empowers a corporation to indemnify any director or officer, or former director or officer, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding provided that such director or officer acted in good faith in a manner reasonably

believed to be in, or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, provided further that such director or officer had no reasonable cause to believe his conduct was unlawful.

Subsection (b) of Section 145 empowers a corporation to indemnify any director or officer, or former director or officer, who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit provided that such director or officer acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification may be made in respect to any claim, issue or matter as to which such director or officer shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such director or officer is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

Section 145 further provides that to the extent a director or officer of a corporation has been successful in the defense of any action, suit or proceeding referred to in subsections (a) and (b) or in the defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys fees) actually and reasonably incurred by him in connection therewith; that indemnification and advancement of expenses provided for, by, or granted pursuant to Section 145 shall not be deemed exclusive of any other rights to which the indemnified party may be entitled; and empowers the corporation to purchase and maintain insurance on behalf of a director or officer of the corporation against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liabilities under Section 145.

Paragraph (b) of Article X of The Cooper Companies, Inc.'s Certificate of Incorporation, as amended, provides that each person who was or is made a party to or is threatened to be made party to, or is otherwise involved in, any threatened, pending or completed action, suit or proceeding by reason of the fact that he or she is or was a director, officer or employee of The Cooper Companies, Inc. (or was serving at the request of The Cooper Companies, Inc. as a director, officer, employee or agent for another entity) while serving in such capacity shall, except in certain lawsuits initiated by such persons, be indemnified and held harmless by The Cooper Companies, Inc., to the full extent authorized by the Delaware General Corporation Law, as in effect (or, to the extent authority for indemnification is broadened, as it may be amended) against all expense, liability or loss (including, without limitation, attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) reasonably incurred by such person in connection therewith. Paragraph (b) further provides that rights conferred thereby shall be contract rights and shall include the right to be paid by The Cooper Companies, Inc. the expenses incurred in defending the proceedings specified above, in advance of their final disposition, provided that, if the Delaware General Corporation Law so requires, such payment

shall only be made upon delivery to The Cooper Companies, Inc. by the indemnified party of an undertaking to repay all amounts so advanced if it shall ultimately be determined that the person receiving such payments is not entitled to be indemnified under Paragraph (b) or otherwise. Paragraph (b) provides that The Cooper Companies, Inc. may, by action of its Board of Directors, provide indemnification to its agents with the same scope and effect as the foregoing indemnification of directors, officers and employees.

Paragraph (b) provides that persons indemnified thereunder may bring suit against The Cooper Companies, Inc. to recover unpaid amounts claimed thereunder, and that if such suit is successful, the expense of bringing such suit shall be reimbursed by The Cooper Companies, Inc.. Paragraph (b) further provides that while it is a defense to such a suit that the person claiming indemnification has not met the applicable standards of conduct making indemnification permissible under the Delaware General Corporation Law, the burden of proving the defense shall be on The Cooper Companies, Inc. and neither the failure of The Cooper Companies, Inc.'s Board of Directors to have made a determination that indemnification is proper, nor an actual determination by the Board of Directors that the claimant has not met the applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

Paragraph (b) provides that the right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition shall not be exclusive of any other right which any person may have or acquire under any statute, provision of The Cooper Companies, Inc.'s Certificate of Incorporation or By-Laws, or otherwise.

Paragraph (b) also provides that The Cooper Companies, Inc. may maintain insurance, at its expense, to protect itself and any of its directors, officers, employees or agents against any expense, liability or loss, whether or not The Cooper Companies, Inc. would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Finally, Paragraph (b) provides that The Cooper Companies, Inc. may enter into indemnification contracts consistent with its provisions. However, the existence of a contract is not a precondition to indemnification under Paragraph (b).

Article VII, Section 7 of the By-Laws of The Cooper Companies, Inc. provides:

"The Corporation shall indemnify, to the extent permitted by the General Corporation Law of Delaware as amended from time to time, (a) each of its present and former officers and Directors, and (b) each of its present or former officers, Directors, agents or employees who are serving or have served at the request of this corporation as an officer, Director or partner (or in any similar position) of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether by or in the right of this corporation by a third party or otherwise, to which such person is made a party or threatened to be made a party by reason of such office in this Corporation or in another corporation, partnership, joint venture, trust or other enterprise. Such

indemnification shall inure to the benefit of the heirs, executors and administrators of any indemnified person.

To the extent permitted by the General Corporation Law of Delaware, under general or specific authority granted by the Board of Directors, (a) this Corporation by specific action of the Board of Directors may furnish such indemnification to its agents and employees with respect to their activities on behalf of this Corporation; (b) this Corporation by specific action of the Board of Directors may furnish such indemnification to each present or former officer, director, employee or agent of a constituent corporation absorbed in a consolidation or merger with this Corporation and to each officer, director, agent or employee who is or was serving at the request of such constituent corporation as an officer, director, agent or employee of another corporation, partnership, joint venture, trust or other enterprise; and (c) this corporation may purchase and maintain indemnification insurance on behalf of any of the officers, directors, agents or employees whom it is required or permitted to indemnify as provided in this Article."

The Cooper Companies, Inc. maintains insurance covering itself and its officers and directors against certain liabilities incurred in their capacities as such.

ITEM 16. EXHIBITS

The following documents are filed as part of this registration statement.

EXHIBIT NUMBER -----	DESCRIPTION -----
4.1	Restated Certificate of Incorporation, as amended, incorporated by reference to Exhibit 4(a) to the Registrant's Registration Statement on Form S-3 No. 33-17330.
4.2	Certificate of Amendment of Restated Certificate of Incorporation dated September 21, 1995, incorporated by reference to Exhibit 3.2 to the Registrant's Annual Report on Form 10-K for the fiscal year ended October 31, 1995.
4.3	Certificate of Designations of Series A Junior Participating Preferred Stock of the Registrant, incorporated by reference to Exhibit 4.0 to the Registrant's Current Report on Form 8-K dated October 29, 1997.
4.4	Amended and Restated By-Laws of the Registrant, incorporated by reference to Exhibit 3.2 to the Registrant's Report on Form 8-A dated January 18, 1994.
4.5	Rights Agreement, dated as of October 29, 1997, between the Registrant and American Stock Transfer & Trust Company, incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File No. 1-8597) dated October 29, 1997.

- 4.6 Common Stock Purchase Warrant dated April 11, 1996, in favor of Anthony W. Hemming.
- 5.1 Opinion of Latham & Watkins.
- 23.1 Consent of Latham & Watkins (included in its opinion filed as Exhibit 5.1).
- 23.2 Consent of KPMG LLP.
- 24.1 Power of Attorney (included on page II-7 of this Registration Statement).

ITEM 17. UNDERTAKINGS.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement;

(iii) To include any material information with respect to the plan of distribution not previously discussed in the registration statement or any material change to such information in the registration statement.

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Securities and Exchange Commission by the registrant pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration, by means of a post-effective amendment, any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer, or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pleasanton, State of California, on the 15th day of June, 1999.

THE COOPER COMPANIES, INC.

By: /s/ A. Thomas Bender

 A. Thomas Bender
 President and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below does hereby constitute and appoint Carol R. Kaufman and Robert S. Weiss, and each of them, with full power of substitution and full power to act without the other, his true and lawful attorney-in-fact and agent to act for him in his name, place and stead, in any and all capacities, to sign any or all amendments (including post-effective amendments) to this registration statement on Form S-3, or any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith or in connection with the registration of the common stock under the Securities Exchange Act of 1934, as amended, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises in order to effectuate the same as fully, to all intents and purposes, as they or he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature -----	Title -----	Date -----
/s/ A. Thomas Bender ----- A. Thomas Bender	President, Chief Executive Officer and Director (Principal Executive Officer)	June 15, 1999
/s/ Robert S. Weiss ----- Robert S. Weiss	Executive Vice President, Treasurer, Chief Chief Financial Officer and Director (Principal Financial Officer)	June 15, 1999
/s/ Stephen C. Whiteford ----- Stephen C. Whiteford	Vice President and Corporate Controller (Principal Accounting Officer)	June 15, 1999

Signature

Title

Date

/s/ Allan E. Rubenstein, M.D. ----- Allan E. Rubenstein, M.D.	Chairman of the Board of Directors	June 15, 1999
/s/ Michael H. Kalkstein ----- Michael H. Kalkstein	Director	June 15, 1999
/s/ Donald Press ----- Donald Press	Director	June 15, 1999
/s/ Moses Marx ----- Moses Marx	Director	June 15, 1999
/s/ Steven Rosenberg ----- Steven Rosenberg	Director	June 15, 1999
/s/ Stanley Zinberg, M.D. ----- Stanley Zinberg, M.D.	Director	June 15, 1999

EXHIBIT INDEX

EXHIBIT NUMBER -----	DESCRIPTION -----
4.1	Restated Certificate of Incorporation, as amended, incorporated by reference to Exhibit 4(a) to the Registrant's Registration Statement on Form S-3 No. 33-17330.
4.2	Certificate of Amendment of Restated Certificate of Incorporation dated September 21, 1995, incorporated by reference to Exhibit 3.2 to the Registrant's Annual Report on Form 10-K for the fiscal year ended October 31, 1995.
4.3	Certificate of Designations of Series A Junior Participating Preferred Stock of the Registrant, incorporated by reference to Exhibit 4.0 to the Registrant's Current Report on Form 8-K dated October 29, 1997.
4.4	Amended and Restated By-Laws of the Registrant, incorporated by reference to Exhibit 3.2 to the Registrant's Report on Form 8-A dated January 18, 1994.
4.5	Rights Agreement, dated as of October 29, 1997, between the Registrant and American Stock Transfer & Trust Company, incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K (File No. 1-8597) dated October 29, 1997.
4.6	Common Stock Purchase Warrant dated April 11, 1996, in favor of Anthony W. Hemming.
5.1	Opinion of Latham & Watkins.
23.1	Consent of Latham & Watkins (included in its opinion filed as Exhibit 5.1).
23.2	Consent of KPMG LLP.
24.1	Power of Attorney (included on page II-7 of this Registration Statement).

THIS WARRANT AND THE SHARES OF COMMON STOCK PURCHASABLE HEREUNDER HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS AND MUST BE HELD INDEFINITELY UNLESS SUBSEQUENTLY REGISTERED UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR DISPOSED OF PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. THE TRANSFER OF THIS WARRANT IS PROHIBITED IN CERTAIN CIRCUMSTANCES AS SET FORTH HEREIN.

COMMON STOCK PURCHASE WARRANT

Dated April 11, 1996

Void After June 10, 1999

The Cooper Companies, Inc., a Delaware corporation (the "Company"), hereby certifies that, for value received, the adequacy and receipt of which are hereby acknowledged, Anthony W. Hemming, or his registered permitted assigns in accordance with this warrant (Anthony W. Hemming and such assigns, collectively, the "Warrantholder"), is entitled, subject to the terms and conditions set forth in this warrant (said warrant and any warrants issued in exchange herefor or transfer or replacements hereof, collectively, the "warrants"), to purchase from the Company, for cash, Eighty-three Thousand Three Hundred Thirty-three (83,333) fully paid and nonassessable shares of Common Stock of the Company, par value \$.10 per share (the "Common Stock"), on April 11, 1999 or any time or from time to time thereafter until June 10, 1999 (the "Exercise Period") at an exercise price of \$11.375 per share (the "Exercise Price"), the number of such shares of Common Stock and the Exercise Price being subject to adjustment as provided herein.

This Warrant is being delivered pursuant to the Stock Purchase Agreement dated as of April 10, 1996 (the "Purchase Agreement"), among The Cooper Healthcare Group, Inc., the Company, Anthony W. Hemming, Edward C. Vollmer, Norman E. LeBlanc and Unimar, Inc.

1. Exercise of Warrant. The rights represented by this Warrant may be exercised by the Warrantholder, in whole or in part (but not as to a fractional share of Common Stock), during the Exercise Period by the presentation and surrender of this Warrant with written notice of the Warrantholder electing to purchase, at the principal executive office of the Company or at such other address as the Company may designate by notice in writing to the Warrantholder at the address of such Warrantholder appearing on the books of the Company, and upon payment to the Company of the Exercise Price for such shares of Common Stock. Such payment shall be made by certified or cashier's check to the order of the Company. The Company agrees that the shares so purchased (the "Warrant Shares") shall be deemed to have been issued to the Warrantholder as the record owner of such Warrant Shares as of the close of business on the date on which this Warrant shall have been surrendered (in accordance with Section 11 (b) hereof) together with the aforementioned written notice of election to purchase,

and payment for such Warrant Shares shall have been made as aforesaid. Certificates for the Warrant Shares so purchased shall be delivered to the Warrantholder within a reasonable time, not exceeding ten (10) business days, after the rights represented by this Warrant shall have been so exercised, and, unless this Warrant has expired, a new Warrant representing the number of shares, if any, with respect to which this Warrant shall not then have been exercised shall also be issued to the Warrantholder within such time.

2. Exercise Price. Warrant Shares shall be purchased at the Exercise Price set forth above, subject to adjustment as provided herein.

3. Warrantholders Not Deemed Stockholders. The Warrantholder shall not be entitled to vote or receive dividends or be deemed the holder of Common Stock, nor shall anything contained herein be construed to confer upon the Warrantholder, as holder of Warrants, any of the rights of a stockholder of the Company or any right to vote upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action (whether upon any recapitalization, issue of stock, reclassification of stock, change of par value or change of stock to no par value, consolidation, merger, conveyance, or otherwise) or to receive notice of meetings, or to receive dividends, except as otherwise provided herein, until this Warrant shall have been exercised and the Warrant Shares receivable upon the exercise hereof shall have been deemed delivered as provided in Section 1 above.

4. Adjustment of Number of Shares, Exercise Price and Nature of Securities Issuable Upon Exercise of Warrants.

(a) Exercise Price; Adjustment of Number of Shares. The Exercise Price shall be subject to adjustment from time to time as hereinafter provided. Upon each adjustment of the Exercise Price, the Warrantholder shall thereafter be entitled to purchase, at the Exercise Price resulting from such adjustment, a number of shares obtained by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of shares purchasable pursuant hereto immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment.

(b) Provisions for Adjustment of Exercise Price Upon Issuance of Additional Shares of Common Stock and Convertible Securities. The following provisions shall also be applicable:

(i) In case at any time on or after the date hereof, the Company shall declare any dividend, or order any other distribution, upon any stock of the Company of any class, payable in additional shares of Common Stock or by the issuance of evidence of indebtedness, shares of stock or other securities which are at any time directly or indirectly convertible into or exchangeable for additional shares of Common Stock (all such indebtedness and securities are referred to as "Convertible Securities") then, immediately following the record date fixed for the determination of holders of Common Stock entitled to receive such dividend or distribution, the Exercise Price in effect immediately prior to such record date shall be reduced to equal the Exercise Price obtained by dividing (1) the number of shares of Common Stock, plus the number of shares of Common Stock issuable upon conversion of any previously issued

Convertible Securities, outstanding immediately prior to such record date multiplied by the then existing Exercise Price (plus, in the case of a dividend or distribution of Convertible Securities, the aggregate consideration payable to the Company upon the conversion or exchange of such Convertible Securities), by (2) the total number of shares of Common Stock, plus the number of shares of Common Stock issuable upon conversion of any previously issued Convertible Securities, outstanding immediately after such record date (assuming, in the case of a dividend or distribution of Convertible Securities, issuance of the number of shares of Common Stock issuable upon conversion or exchange of such Convertible Securities on such record date).

(ii) In any case where an adjustment has been made in the Exercise Price upon the issuance of Convertible Securities, no further adjustment shall be made at the time of the conversion or exchange of any such Convertible Securities. If any rights of conversion or exchange evidenced by Convertible Securities shall expire without having been exercised, the adjusted Exercise Price shall be readjusted to the Exercise Price that would have been in effect had an adjustment with respect to such Convertible Securities been made on the basis that the only additional shares of Common Stock issuable at the time of the dividend or distribution were those actually issued upon the conversion or exchange of such Convertible Securities, and that they were issued for the consideration actually received by the Company upon such conversion or exchange.

(iii) In case at any time the Company shall fix a record date of the holders of its Common Stock for the purpose of entitling them to receive a dividend or other distribution payable in Common Stock or Convertible Securities, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed, pursuant to this Section 4(b), to have been issued or sold upon the declaration of such dividend or the making of such other distribution, as the case may be; provided, however, that the Company may elect to defer until the occurrence of such event (A) issuing to the holder of any Warrant exercised after such record date the Warrant Shares and (B) paying to such holder any amount in cash in lieu of a fractional share pursuant to Section 6; provided, however, that the Company shall deliver to such Warrantholder a due bill or other appropriate instrument evidencing such Warrantholder's right to receive such additional Warrant Shares upon the occurrence of the event requiring such adjustment.

(iv) The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company.

(c) Reorganization, Reclassification, Consolidation, Merger or Sale. If any capital reorganization or reclassification of the capital stock of the Company, or any consolidation or merger of the Company with another corporation, stock exchange, or the sale of all or substantially all of its assets to another corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive cash, stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization, reclassification, consolidation, stock exchange, merger or sale, lawful and adequate provisions shall be made whereby the Warrantholder shall thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in this Warrant upon exercise of this

Warrant and in lieu of the shares of the Common Stock of the Company immediately theretofore purchasable and receivable upon the exercise of the rights represented hereby, such cash, shares of stock, securities or assets as may be issued or payable with respect to or in exchange for a number of outstanding shares of Common Stock equal to the number of shares of such Common Stock immediately theretofore purchasable and receivable upon the exercise of the rights represented by this Warrant.

(d) Stock Splits and Reverse Splits. In case at any time the Company shall subdivide its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced and the number of shares of Common Stock purchasable upon exercise of this Warrant immediately prior to such subdivision shall be proportionately increased, and, conversely, in case at any time the Company shall combine its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect immediately prior to such combination shall be proportionately increased and the number of shares of Common Stock purchasable upon the exercise of this Warrant immediately prior to such combination shall be proportionately reduced.

(e) Adjustment Certificate. In each case of an adjustment in the number of shares of Common Stock or other stock, securities or property receivable on the exercise of the Warrants, the Company shall compute such adjustment in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment and showing in detail the facts upon which such adjustment is based, including a statement of (i) the consideration received or to be received by the Company for any additional shares of Common Stock or Convertible Securities issued or deemed to have been issued, (ii) the number of shares of Common Stock outstanding or deemed to be outstanding, (iii) the adjusted Exercise Price and (iv) the number of shares issuable upon exercise of this Warrant following the adjustment. The Company will send a copy of each such certificate to the Warrantholder in accordance with Section 11(b) hereof.

5. Special Agreements of the Company.

(a) Reservation of Shares. The Company covenants and agrees that all Warrant Shares will, upon issuance, be validly issued, fully paid and nonassessable and free from all preemptive rights of any stockholder, and from all taxes, liens and charges with respect to the issue thereof (other than taxes in respect to any transfer occurring contemporaneously with such issue). The Company further covenants and agrees that during the period within which the rights represented by this Warrant may be exercised, the Company will at all times have authorized, and reserved, a sufficient number of shares of Common Stock to provide for the exercise of the rights represented by this Warrant. The Company hereby covenants and agrees to take all such action as may be necessary to assure that the par value per share of the Common Stock is at all times equal to or less than the Exercise Price.

(b) Avoidance of Certain Actions. The Company will not, by amendment of its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, stock exchange, issue or sale of securities or otherwise, avoid or take any

action which would have the effect of avoiding the observance or performance of any of the terms to be observed or performed hereunder by the Company, but will at all times in good faith assist in carrying out all of the provisions of this Warrant and in taking all of such action as may be necessary or appropriate in order to protect the rights of the Warrantholder against dilution or other impairment of his rights hereunder.

(c) Communication to Shareholders. Any notice, document or other written communication given or made by the Company to all holders of Common Stock as such shall at the same time be provided to the Warrantholder.

6. Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. With respect to any fraction of a share called for upon exercise hereof, the Company shall pay to the Warrantholder an amount in cash equal to such fraction multiplied by the Current Market Price of one share of Common Stock.

As used in this Warrant, "Current Market Price" of one share of Common Stock means the average of the daily closing prices of the Common Stock for the thirty (30) trading days before such date. The closing price for each day shall be the last sale price of shares of Common Stock, regular way, on such date or, if no such sale takes place on such date, the average of the closing bid and asked prices thereof on such date, in each case as officially reported on the principal national securities exchange on which the Common Stock is then listed or admitted to trading.

7. Registered Holder; Transfer of Warrants or Warrant Shares.

(a) Maintenance of Registration Books; Ownership of this Warrant. The Company shall keep at its principal office a register in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration, transfer and exchange of this Warrant. The Company shall not at any time, except upon the dissolution, liquidation or winding-up of the Company, close such register so as to result in preventing or delaying the exercise or transfer of this Warrant.

The Company may deem and treat the person in whose name this Warrant is registered as the holder and owner hereof (notwithstanding any notations of ownership or writing hereon made by anyone other than the Company) for all purposes and shall not be affected by any notice to the contrary, until presentation of this Warrant for registration or transfer as provided in this Section 7 or Section 8.

(b) Exchange and Replacement. This Warrant is exchangeable upon surrender hereof by the registered holder to the Company at its principal office for new Warrants of like tenor and date representing in the aggregate the right to purchase the number of shares purchasable hereunder, each of such new Warrants to represent the right to purchase such number of shares as shall be designated by said registered holder at the time of surrender. Subject to compliance with the provisions of Sections 7 and 8, this Warrant and all rights hereunder are transferable in whole or in part to any one or more family members of the Warrantholder (or trusts maintained for the benefit of any one or more such family members) upon the books of the

Company by the registered holder hereof in person or by duly authorized attorney, and a new Warrant shall be made and delivered by the Company, of the same tenor and date as this Warrant but registered in the name of the transferee, upon surrender of this Warrant, duly endorsed, to said office of the Company, but are not transferable under any other circumstances. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant, and upon surrender and cancellation of this Warrant, if mutilated, the Company will make and deliver a new Warrant of like tenor, in lieu of this Warrant, without requiring the posting of any bond or the giving of any other security. This Warrant shall be promptly cancelled by the Company upon the surrender hereof in connection with any exchange, transfer or replacement. The Company shall pay all expenses, taxes and other charges payable in connection with the preparation, execution and delivery of Warrants pursuant to this Section 7.

(c) Warrants, Warrant Shares and Note Shares Not Registered.

The Warrantholder, by accepting this Warrant, (i) acknowledges that this Warrant, the Warrant Shares and the Note Shares (as defined in Section 8(a) hereof) are not being registered under the Securities Act of 1933, as amended (the "Securities Act"), and (ii) represents and warrants that (A) he is an "accredited investor" (as defined in the rules and regulations under the Securities Act), (B) he is acquiring the Warrants and, upon exercise, the Warrant Shares, for investment and not with a view toward the resale or distribution thereof, and (C) he will not sell (i) any of the Warrants, except for transfers to family members (or trusts, family limited partnerships limited liability companies or limited liability partnerships maintained on their behalf) in transactions exempt from registration under federal and state securities laws, or (ii) any of the Warrant Shares or Note Shares, except in transactions exempt from registration under federal and state securities laws or pursuant to an effective registration statement pursuant to such laws.

Notwithstanding any provisions contained in this Warrant to the contrary, this Warrant, the Warrant Shares and Note Shares shall not be transferable except upon the conditions specified in this Section 7 and Section 8, which conditions are intended, among other things, to insure compliance with the provisions of the Securities Act in respect of the transfer of this Warrant or of such Warrant Shares and Note Shares.

(d) Restrictions on Transfer.

(i) Each Warrant shall be stamped or otherwise imprinted with the legend set forth on the first page of this Warrant.

(ii) Each stock certificate representing Warrant Shares shall be stamped or otherwise imprinted with the following legend:

THE SHARES OF COMMON STOCK REPRESENTED BY THIS
CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES
ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE
SECURITIES LAWS AND MUST BE HELD INDEFINITELY UNLESS
SUBSEQUENTLY REGISTERED UNDER SAID ACT AND ANY APPLICABLE
STATE SECURITIES LAWS OR DISPOSED OF PURSUANT

TO AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS.

(iii) No Warrant may be transferred, except to family members (or trusts, family limited partnerships, limited liability companies or limited liability partnerships maintained on their behalf) in transactions exempt from registration under federal and state securities laws. The Warrantholder agrees that prior to any transfer of this Warrant (as permitted by the preceding sentence), Warrant Shares or Note Shares, the Warrantholder will give written notice to the Company of his intention to effect such a transfer, describing such intended transfer, and that such Warrantholder will not sell or transfer any or all of this Warrant, Warrant Shares or Note Shares without first delivering to the Company (A) an opinion of counsel skilled in securities matters (selected by such Warrantholder and reasonably satisfactory to the Company), to the effect that such sale or transfer will be exempt from the registration and prospectus delivery requirements of the Securities Act and in compliance with applicable state securities laws, or (B) an interpretative letter from the Securities and Exchange Commission (the "Commission") to the effect that the proposed transfer may be made without registration under the Securities Act; and (C) an agreement by the transferee to be bound by the provisions of this Warrant, including, without limitation, this Section 7 relating to transfers, and restrictions on transfers, of the Warrants, Warrant Shares and Note Shares; provided, however, that the provisions of this Section 7(d)(iii) shall not apply with respect to any Warrant Shares or Note Shares as to which there is a registration statement in effect under the Securities Act at the time of the proposed transfer.

8. Registration.

(a) Registrable Securities. As used in this Section 8. the term "Registrable Securities" shall mean all Warrant Shares acquired by the Warrantholder upon exercise of the Warrants, together with all shares of Common Stock issued by the Company, if any, in payment for the Promissory Note dated April 11, 1996 issued to the Warrantholder pursuant to the Purchase Agreement (the "Note Shares"); provided that any such Warrant Share or Note Share shall be deemed to be Registrable Securities only if and so long as it is a security that (i) has not been sold to or through a broker, dealer or underwriter in a public distribution or other public securities transaction or sold in a transaction exempt from the registration and prospectus delivery requirements of the Securities Act under Rule 144 promulgated thereunder (or any successor rule) and (ii) may not be sold or transferred pursuant to Rule 144(k) (or any successor rule). For purposes of this Section 8, Warrant Shares and Note Shares shall include shares of Common Stock, whether or not such securities have in fact been issued, and stock or other securities of the Company issued upon conversion of, in a stock split or reclassification of, or a stock dividend or other distribution on, or in substitution or exchange for, or as a dividend or other distribution with respect to, or otherwise in connection with, such Warrant Shares and Note Shares or in a merger or consolidation involving the Company's assets. For the purpose of this Section 8, a Warrantholder of record shall be treated as the record holder of the related Warrant Shares then issuable upon the conversion or exercise thereof. The only class of securities which the Company is obligated to register under this Section 8 is Common Stock issuable upon exercise of the Warrants or constituting Note Shares.

(b) Required Registration.

(i) Demand Period. Whenever the Company shall receive a written request therefor from the Warrantholder, which request shall be dated and made no earlier than January 2, 1999 and no later than the earlier of (A) ninety (90) days prior to the date the Warrantholder anticipates the first sale of Registrable Securities and (B) June 10, 1999 (the "Demand Period"), the Company shall promptly prepare and file a registration statement under the Securities Act covering the Registrable Securities and shall use its reasonable best efforts to cause such registration statement to become effective within the ninety (90) days following the Company's receipt of such request (but in no event prior to the date of issuance of any Registrable Securities). The Company shall not be obligated to prepare, file and cause to become effective more than one (1) registration statement covering the Registrable Securities hereunder.

(ii) Blackout Period. From time to time, from the commencement of the Demand Period through the Termination Date (as defined in Section 8(c)(i) hereof), the Company shall have the right, by written notice to the Warrantholder in each case, (i) to delay the filing of a registration statement pursuant to Section 8(b) or suspend its obligations with respect to any filed registration statement under Section 8(c) and/or (ii) to request that any holder of Registrable Securities (each such holder, a "Selling Holder") discontinue dispositions of Registrable Securities until further notice, in writing, from the Company (and each Selling Holder hereby agrees to discontinue any distributions forthwith), if in the good faith judgment of the Company's Board of Directors it would be adverse to the Company for such registration statement to be filed, or for an effective registration statement to be amended (by incorporation by reference to other documents or otherwise) in order to continue to permit dispositions of Registrable Securities in compliance with applicable securities laws, because such filing or amendment would interfere with any bona fide financing, acquisition, corporate reorganization or other material transaction involving the Company or any of its subsidiaries or would compel premature disclosure thereof or any other significant corporate development; provided, however, that the Company shall have the right to defer such filing or to require discontinuance of such dispositions of Registrable Securities for a period or periods not to exceed 120 days in the aggregate in any one calendar year from January 2, 1999 through the Termination Date.

(c) Registration Procedures. If and whenever the Company is required by the provisions of Section 8(b) to effect the registration of Registrable Securities under the Securities Act, the Company will, at its expense, as expeditiously as possible:

(i) In accordance with the Securities Act and the rules and regulations of the Commission (as defined in Section 7(d)(iii) hereof), prepare and file with the Commission a registration statement on Form S-3 or other form of registration statement appropriate with respect to such securities and, so long as the Warrantholder complies with the provisions of Section 8(d) below, use its reasonable best efforts to cause such registration statement to become and remain effective until the earlier of (x) two (2) years after the date it first becomes effective or (y) the date on which all securities covered by such registration statement have been sold (such earlier date, the "Termination Date"), and prepare and file with

the Commission such amendments to such registration statement and supplements to the prospectus contained therein as may be necessary to keep such registration statement effective and such registration statement and prospectus accurate and complete;

(ii) If the offering is to be underwritten, enter into a written underwriting agreement on customary terms with the Selling Holders participating in such offering and the underwriter in form and substance reasonably satisfactory to the managing underwriter of the public offering and the holders of a majority of the Registrable Securities participating in such offering;

(iii) Furnish to the Selling Holders participating in such registration and to the underwriters of the securities being registered such reasonable number of copies of the registration statement, preliminary prospectus, final prospectus and such other documents as such underwriters and Selling Holders may reasonably request in order to facilitate the public offering of such securities;

(iv) Use its reasonable best efforts to register or qualify the securities covered by such registration statement under such state securities or blue sky laws of such jurisdictions as such participating Selling Holders and underwriters may reasonably request; provided, however, that the Company will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to taxation or general service of process in any such jurisdiction where it is not then so subject;

(v) Notify the Selling Holders participating in such registration, promptly after it shall receive notice thereof, of the date and time when such registration statement and each post-effective amendment thereto has become effective or a supplement to any prospectus forming a part of such registration statement has been filed;

(vi) Notify such Selling Holders promptly of any request by the Commission for the amendment or supplementation of such registration statement or prospectus or for additional information;

(vii) Prepare and promptly file with the Commission, and promptly notify such Selling Holders of the filing of, such amendments or supplements to such registration statement or prospectus as may be necessary to correct any statements or omissions if, at the time when a prospectus relating to such securities is required to be delivered under the Securities Act, any event has occurred as the result of which any such prospectus or any other prospectus as then in effect may include an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(viii) In case any of such Selling Holders or any underwriter for any such Selling Holders is required to deliver a prospectus at a time when the prospectus then in circulation is not in compliance with the Securities Act or the rules and regulations of the Commission, prepare promptly upon request such amendments or supplements to such

registration statement and such prospectus as may be necessary in order for such prospectus to comply with the requirements of the Securities Act and such rules and regulations;

(ix) Advise such Selling Holders, promptly after it shall receive notice or obtain knowledge thereof, of We issuance of any stop order by the Commission suspending the effectiveness of such registration statement or the initiation or threatening of any proceeding for that purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

(x) If requested by the managing underwriter or underwriters or holders of a majority of the Registrable Securities being sold in connection with an underwritten offering, promptly incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriters and the holders of a majority of the Registrable Securities being sold agree should be included therein relating to the plan of distribution with respect to such Registrable Securities, including information with respect to the Registrable Securities being sold to such underwriters, the purchase price being paid therefor by such underwriters and with respect to any other terms of the underwritten (or best efforts underwritten) offering of the Registrable Securities to be sold in such offering; and make all required filings of such prospectus supplement or post-effective amendment as soon as practicable after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment;

(xi) Cooperate with the Selling Holders and the managing underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends; and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriters may request at least two business days prior to any sale of Registrable Securities to the underwriters;

(xii) Prepare a prospectus supplement or post-effective amendment to the registration statement or the related prospectus or any document incorporated therein by reference or file any other required documents so that, as thereafter delivered to the purchasers of the Registrable Securities, the prospectus will not contain an untrue statement of material fact or omit to state any material fact necessary to make the statements therein not misleading;

(xiii) Enter into such customary agreements (including an underwriting agreement) in customary form and take all such other actions in connection therewith as are reasonable in order to expedite or facilitate the disposition of such Registrable Securities and in such connection, whether or not an underwriting agreement is entered into and whether or not the registration is an underwritten registration:

(A) make such representations and warranties to the holders of such Registrable Securities and the underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in primary underwritten offerings;

(B) if an underwriting agreement is entered into, the same shall set forth in full the indemnification provisions and procedures of Section 8(e) hereof with respect to all parties to be indemnified pursuant to said Section; and

(C) the Company shall deliver such documents and certificates as may be requested by the holders of the majority of the Registrable Securities being sold and the managing underwriters, if any, to evidence compliance with the terms of this Section 8(C) and with any customary conditions contained in the underwriting agreement or other agreement entered into by the Company.

The above shall be done at each closing under such underwriting or similar agreement or as and to the extent required thereunder;

(xiv) Make available for inspection by a representative of the Selling Holders to be included in the registration statement, any underwriter participating in any disposition pursuant to a registration statement, and any attorney or accountant retained by the Company or underwriter, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, underwriter, attorney or accountant in connection with the preparation of the registration statement; provided, that any records, information or documents that are designated by the Company in writing as confidential shall be kept confidential by such persons unless disclosure of such records, information or documents is required by court or administrative order, in which event such persons shall provide the Company with prompt prior written notice of such requirement and shall cooperate with the Company so that the Company may seek a protective order or other appropriate remedy ("Protective Action"). In the event the Company fails to seek Protective Action, or such Protective Action is not obtained, such persons shall exercise reasonable best efforts to obtain assurance that confidential treatment will be accorded those records, information or documents which they are required to disclose by such court or administrative order;

(xv) Otherwise use its commercially reasonable best efforts to comply with all applicable rules and regulations of the Commission, and make generally available to the Company's security holders, earning statements satisfying the provisions of Section 11 (a) of the Securities Act no later than forty-five (45) days after the end of any twelve (12) month period (or ninety (90) days, if such a period is a fiscal year) (1) commencing at the end of any fiscal quarter in which Registrable Securities is sold to underwriters in an underwritten offering, or, if not sold to underwriters in such an offering, (ii) beginning with the first month of the Company's first fiscal quarter commencing after the effective date of a registration statement;

(xvi) At the request of any such Selling Holder (1) furnish to such Selling Holder on the effective date of the registration statement or, if such registration includes an underwritten public offering, at the closing provided for in the underwriting agreement, an opinion, dated such date, of the counsel representing the Company for the purposes of such registration, addressed to the underwriters, if any, and to the Selling Holder or

Holders making such request, covering such matters with respect to the registration statement, the prospectus and each amendment or supplement thereto, proceedings under state and federal securities laws, other matters relating to the Company, the securities being registered and the offer and sale of such securities as are customarily the subject of opinions of issuer's counsel provided to underwriters in underwritten public offerings, and (ii) use its commercially reasonable best efforts to furnish to such Selling Holder letters in customary form dated each such effective date and such dosing date, from the independent certified public accountants of the Company, addressed to the underwriters, if any, and to the Selling Holder or Holders making such request, stating that they are independent certified public accountants within the meaning of the Securities Act and dealing with such matters of the type customarily covered by such "cold comfort letters" as the underwriters may reasonably request, or, if the offering is not underwritten, as such requesting holder or holders may reasonably request; and

(xvii) Use its reasonable best efforts to cause all such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed,

(d) Agreements by Warrantholder and Selling Holders. The Warrantholder, and each Selling Holder, agrees:

(i) subsequent to registration, to provide the Company with periodic notice, at least monthly, of his intent to sell Registrable Securities and, whenever reasonably possible, at least three (3) days prior to the date of his intended sale of Registrable Securities;

(ii) upon receipt of any notice from the Company of the happening of any event of the kind described in Section 8(c)(vii)-(ix) hereof, such Selling Holder will forthwith discontinue disposition of Registrable Securities pursuant to the registration statement covering such Registrable Securities until such Selling Holder's receipt of copies of the supplemented or amended prospectus contemplated by Section 8(c)(xii) hereof, and, if so directed by the Company, such Selling Holder will deliver to the Company all copies, other than permanent file copies then in such Selling Holders possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice; and

(iii) prior to participating in any underwritten registration hereunder he shall (A) agree to sell his securities on the basis provided in any underwriting arrangements approved by the persons entitled hereunder to approve such arrangements and (B) complete and execute all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required of him under the terms of such underwriting arrangements and this Warrant.

(e) Indemnification.

(i) The Company hereby agrees to indemnify each Selling Holder and each person, if any, who controls such Selling Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") in connection with a registration of any of the Registrable Securities against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, preliminary or final prospectus, or other document incident to any such registration, qualification or compliance (or in any related registration statement, notification or the like) or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and any violation by the Company of the Securities Act, the Exchange Act and any state securities law or any rule or regulation promulgated thereunder, applicable to the Company, and relating to action or inaction with respect to an action required of the Company in connection with such registration, and to reimburse the Selling Holder for any reasonable legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action upon submission by the Selling Holder of documentation supporting such reasonable expenses; provided, however, that the Company will not be liable in any such case to the extent that any such claim, loss, damage, liability or action arises out of or is based on any untrue statement or omission based upon written information furnished to the Company by a Selling Holder or on his behalf specifically for inclusion in such registration statement; provided, further, however, that the foregoing indemnity agreement with respect to any preliminary prospectus shall not inure to the benefit of any Selling Holder from whom the person asserting such claim, loss, damage, liability or action purchased the Registrable Securities if it is determined that it was the responsibility of such Selling Holder to provide such person with a current copy of the prospectus and such current copy of the prospectus would have cured the defect giving rise to such claim, loss, damage, liability or action. The Company also agrees to indemnify any underwriters of the Registrable Securities, their officers and directors and each person who controls such underwriters on substantially the same basis as that of the indemnification of the Selling Holder provided in this Section 8(e)(i).

(ii) Each Selling Holder agrees, severally but not jointly, to indemnify the Company and its officers and directors and each person, if any, who controls any thereof within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and their respective successors against all claims, losses, damages and liabilities (or actions in respect thereof) arising out of or based on any untrue statement of a material fact contained in any prospectus, offering circular or other document incident to any registration, qualification or compliance relating to any Registrable Securities (or in any related registration statement, notification or the like) or any omission (or alleged omission) to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading and to reimburse the Company and each other person indemnified pursuant to this subsection (A) for any reasonable legal and any other expenses reasonably incurred in connection with investigating or defending any such claim, loss, damage, liability or action; provided, however, that this subsection (B) shall apply only if (and only to the extent that) such statement or omission was

made in reliance upon written information (including, without limitation, written negative responses to inquiries) furnished to the Company by such Selling Holder or on his behalf specifically for use in such prospectus, or other document incident to any such registration, qualification or compliance (or in any related registration statement, notification or the like) or any amendment or supplement thereto. Each Selling Holder also agrees to indemnify and hold harmless any underwriters of the Registrable Securities, their officers and directors and each person who controls such underwriters on substantially the same basis as that of the indemnification of the Company by provided in this Section 8(e)(ii). Anything in, this Agreement contained to the contrary notwithstanding, the liability of each Selling Holder for indemnification or contribution hereunder shall be limited to the amount of proceeds received by such Selling Holder in the offering giving rise to such liability.

(iii) Each party entitled to indemnification hereunder (the "Indemnified Party") shall give notice to the party required to provide indemnification (the "Indemnifying Party") promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party (at such Indemnifying Party's expense) to assume the defense of any claim or any litigation resulting therefrom, provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be reasonably satisfactory to the Indemnified Party, and the Indemnified Party may participate in such defense at such party's expense, and, provided, further, that the omission by any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 8(e) except to the extent that the omission results in a failure of actual notice to the Indemnifying Party and such Indemnifying Party is materially damaged solely as a result of the failure to give notice. No Indemnifying Party, in the defense of any such claim or litigation, shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

(iv) If the indemnification provided for in this Section 8(e) is unavailable or insufficient to hold harmless an Indemnified Party in respect of any losses, claims, damages, liabilities, expenses or actions in respect thereof referred to herein, then the Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages, liabilities, expenses or actions in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand, and the Indemnified Party on the other, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities, expenses or actions as well as any other relevant equitable considerations, including the failure to give the notice required hereunder. The relative fault of the Indemnifying Party and the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact relates to information supplied by the Indemnifying Party or the Indemnified Party and the parties, relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and the Warrantholder and each Selling Holder agree that it would not be just and equitable if contributions pursuant to this Section 8(e) were determined by pro rata allocation or by any other method of allocation which did not take account of the equitable

considerations referred to above. The amount paid or payable to an Indemnified Party as a result of the losses, claims, damages, liabilities or actions in respect thereof, referred to above, shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the contribution provisions of this Section 8(e), in no event shall the amount contributed by any Selling Holder exceed the aggregate net offering proceeds received by such Selling Holder from the sale of Registrable Securities to which such contribution or indemnification claim relates. No person guilty of fraudulent misrepresentations (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who is not guilty of such fraudulent misrepresentation.

(f) Rule 144. The Company covenants that it will file, on a timely basis, any reports required to be filed by it under the Securities Act and the Exchange Act, and that it will take any such other actions as are reasonably necessary in order for Rule 144 (or any successor rule) to be available with respect to a public sale of Registrable Securities without registration under the Securities Act. The Company hereby agrees that upon the receipt by it of an opinion of counsel for a Selling Holder of Registrable Securities to the effect that such Registrable Securities are eligible for sale pursuant to the provisions of subparagraph (k) of Rule 144 (or any successor rule), it will promptly take such actions as are necessary to provide said Selling Holder with unlegended certificates representing the Registrable Securities which are the subject of said opinions, and that it will promptly remove all stop transfer instructions with respect thereto.

(g) Stockholder Information. The Company may require each holder of Registrable Securities as to which any registration is to be effected pursuant to this Section 8 to furnish the Company such information with respect to such holder and the distribution of such Registrable Securities as the Company may from time to time reasonably request in writing and as shall be required by law or by the Commission in connection therewith.

9. Representations and Warranties of the Company. The Company hereby represents and warrants to and covenants with the Warrantholder, and each holder of Warrant Shares and Note Shares that:

(a) Organization and Capitalization of the Company. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. As of the date hereof, the authorized capital of the Company consists of 20 million shares of Common Stock (of which 11,654,333 shares are outstanding as of the date hereof) and 1 million shares of Preferred Stock (none of which shares are outstanding as of the date hereof). As of the date hereof, no unissued shares of Common Stock are reserved for any purpose other than for issuance upon the exercise of the Warrants and except as indicated on Schedule A hereto. As of the date hereof, the Company has not issued or agreed to issue any stock purchase rights or convertible securities other than the Warrants and, except as indicated on Schedule A hereto, and there are no preemptive rights in effect with respect to the issuance of any shares of Common Stock. All the outstanding shares of Common Stock and Preferred Stock have been validly issued without violation of any preemptive or similar rights, are fully paid and

nonassessable and have been issued in compliance with all federal and applicable state securities laws.

(b) Authority. The Company has full corporate power and authority to execute and deliver this Warrant, to issue the shares of Common Stock issuable upon exercise of this Warrant or in payment of the Note, and to perform all of its obligations hereunder, and the execution, delivery and performance hereof has been duly authorized by all necessary corporate action on its part. This Warrant has been duly executed on behalf of the Company and constitutes the legal, valid and binding obligation of the Company enforceable in accordance with its terms.

(c) No Legal Bar. Neither the execution, delivery or performance of this Warrant nor the issuance of the shares of Common Stock issuable upon exercise of this Warrant or in payment of the Note will (A) conflict with or result in a violation of the Certificate of Incorporation or By-Laws of the Company, (B) conflict with or result in a violation of any law, statute, regulation, order or decree applicable to the Company or any affiliate which violation would have a material adverse effect on the Company and its subsidiaries, taken as a whole, or the Company's ability to complete the transactions contemplated hereby, (C) require any consent or authorization or filing with, or other act by or in respect of any governmental authority or (D) result in a breach of, constitute a default under or constitute an event creating rights of acceleration, termination or cancellation under any mortgage, lease, contract, franchise, instrument or other agreement to which the Company is a party or by which it is bound the effect of which would have a material adverse effect on the Company and its subsidiaries taken as a whole.

(d) Validity of Shares. When issued upon the exercise of this Warrant as contemplated herein or when issued in payment of the Note, the shares of Common Stock so issued will have been validly issued and will be fully paid and nonassessable. On the date hereof, the par value of the Common Stock is less than the Exercise Price per share of Common Stock.

10. Continuing Validity. A holder of Warrant Shares shall continue to be entitled to all rights to which a Warrantholder is entitled pursuant to the provisions of this Warrant except such rights as by their terms apply solely to a Warrantholder, notwithstanding the fact that this Warrant has been exercised or the period of exercisability has expired. The Company will, at the time of any exercise of this Warrant, upon the request of the holder of the Warrant Shares issued upon exercise hereof, acknowledge in writing, in form reasonably satisfactory to such holder, the Company's continuing obligation to afford to such holder all rights to which such holder shall continue to be entitled after such exercise in accordance with the provisions of this Warrant; provided, however, that if such holder shall fail to make any such request such failure shall not affect the continuing obligation of the Company to afford to such holder all such rights.

11. Miscellaneous Provisions.

(a) Governing Law and Venue. This Warrant shall be deemed to have been made in the State of Connecticut and the validity of this Warrant, the construction, interpretation, and enforcement thereof, and the rights of the parties thereto shall be determined

under, governed by, and construed in accordance with the internal laws of the State of Connecticut, without regard to principles of conflicts of law. The parties agree that any action or proceeding arising in connection with this Warrant shall be tried and litigated in the state or federal courts located in the County of Fairfield, State of Connecticut. Service of process, sufficient for personal jurisdiction in any action against the Company, may be made by registered or certified mail, return receipt requested, to its address indicated in Section 11 (b).

(b) Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic or digital transmission method; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (FedEx); and upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to:

If to the Company to:

The Cooper Companies, Inc.
6140 Stoneridge Mall Road
Pleasanton, CA 94588
Attention: Carol R. Kaufman, Chief Administrative Officer
Fax: 1510-460-3662

With a copy to:

CooperSurgical, Inc.
15 Forest Parkway
Shelton, CT 06484
Attention: Nicholas J. Pichotta, President
Fax: 1203-926-4383

To the Warrantholder or Holder of Warrant Shares:

At the address of such holder as it appears on the records of the Company

With a copy to:

Kelley Drye & Warren
Two Stamford Plaza
281 Tresser Boulevard
Stamford, CT 06901-3229
Robert A. Horowitz, Esq.
Fax: 1203-327-2669

or to such other place and with such other copies as either party may designate as to itself by written notice to the others.

(c) Successors and Assigns. This Warrant shall not be transferrable by the Warrantholder except to a family member, or trust maintained for the benefit of such family member. This Warrant shall be binding upon and inure to the benefit of the Company, the Warrantholder and the holders of Warrant Shares and Note Shares and the successors, assigns and transferees of the Company, and the assignees and transferees as permitted hereunder of the Warrantholder and the holders of Warrant Shares and Note Shares.

(d) Entire Agreement; Amendments and Waivers. This Warrant sets forth the entire understanding of the parties with respect to the transactions contemplated hereby. The failure of any party to seek redress for the violation or to insist upon the strict performance of any term of this Warrant shall not constitute a waiver of such term and such party shall be entitled to enforce such term without regard to such forbearance. This Warrant may be amended, the Company may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of or compliance with any covenant, agreement, warranty or representation may be waived, upon the written consent or written waiver of the Warrantholder(s) of a majority in interest of the Warrants.

(e) Severability. If any term of this Warrant as applied to any person or to any circumstance is prohibited, void, invalid or unenforceable in any jurisdiction, such term shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without in any way affecting any other term of this Warrant or affecting the validity or enforceability of this Warrant or of such provision in any other jurisdiction.

(f) Headings. The headings in this Warrant are inserted only for convenience of reference and shall not be used in the construction of any of its terms.

IN WITNESS WHEREOF, the Company has caused this Warrant to be signed by its duly authorized officers on this 11th day of April, 1996.

THE COOPER COMPANIES, INC.,
a Delaware Corporation

By: /s/ Robert S. Weiss

Name: Robert S. Weiss

Title: Executive VP -- CFO

Attest:

/s/ Carol R. Kaufman

Carol R. Kaufman

Accepted:

/s/ Anthony W. Hemming

Anthony W. Hemming

SCHEDULE A

POTENTIALLY ISSUABLE SHARES OF COMMON STOCK

	No. of Shares -----
Convertible Debentures - \$9,290,000 principal amount convertible at \$15 per share	619,333
Outstanding Stock Options	342,863
Non-Employee Director Restricted Stock Plans shares available for grant	176,357
1988 Long Term Incentive Plan Shares available for grant	916,091
1994 Warrants	26,666
1996 Warrants	83,333
Note Shares	To be determined by the Company in its sole discretion prior to April 11, 1999

[LETTERHEAD OF LATHAM & WATKINS]

June 16, 1999

The Cooper Companies, Inc.
6140 Stoneridge Mall Road
Pleasanton, CA 94588

Re: The Cooper Companies, Inc.
83,333 shares of Common Stock, par value \$.10 per share

Ladies/Gentlemen:

In connection with the registration of 83,333 shares of common stock, par value \$.10 per share, (the "Shares") of The Cooper Companies, Inc. (the "Company") issued to a certain stockholder of the Company, and 83,333 rights (the "Rights") to acquire 833.33 shares of Series A Junior Participating Preferred Stock of the Company attached to the Shares, under the Securities Act of 1933, as amended, on Form S-3 filed with the Securities and Exchange Commission on the date hereof (the "Registration Statement"), you have requested our opinion with respect to the matters set forth below.

In our capacity as your special counsel in connection with such registration, we are familiar with the proceedings taken and proposed to be taken by the Company in connection with the authorization, issuance and sale of the Shares and the attached Rights. In addition, we have made such legal and factual examinations and inquiries as we have deemed necessary or appropriate for purposes of this opinion.

In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and the conformity to authentic original documents of all documents submitted to us as copies.

We have been furnished with, and with your consent have relied upon, certificates of officers of the Company with respect to certain factual matters. In addition, we have obtained and relied upon such certificates and assurances from public officials as we have deemed necessary.

We are opining herein as to the effect on the subject transaction only of the General Corporation Law of the State of Delaware, including statutory and reported decisional law thereunder, and we express no opinion with respect to the applicability thereto, or the effect thereon, of any other laws.

Subject to the foregoing, it is our opinion that, as of the date hereof:

1. The Shares have been duly authorized and are validly issued, fully paid and nonassessable.

2. The Rights have been duly authorized and, assuming the Shares bear the legend required by the Rights Agreement dated as of October 29, 1997 between The Cooper Companies, Inc. and American Stock Transfer & Trust Company, are validly issued.

We consent to your filing this opinion as an exhibit to the Registration Statement.

Very truly yours,

/s/ Latham & Watkins

Consent of Independent Certified Public Accountants

The Board of Directors
The Cooper Companies, Inc.:

We consent to the use of our reports incorporated herein by reference into the registration statement on Form S-3 to register 83,333 shares of common stock and to the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP

KPMG LLP

San Francisco, California
June 15, 1999